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NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

REPRESENTATIONS AND CERTIFICATIONS

As a part of its Bid/Offer, Bidder/Offeror makes the following representations and certifications:

1. Type of Business Organization

A. Bidder/Offeror operates as a (check as applicable): Individual ☐, Partnership ☐,
Joint Venture ☐, Corporation ☒, or Limited Liability Company ☐.

B. If Bidder/Offeror is an entity, it is organized under the laws of:
DELAWARE

C. If Bidder/Offeror is a Joint Venture, a copy of the executed Joint Venture Agreement must accompany this form.

2. Parent Company and Employer Identification Number

A. Bidder/Offeror is ☒ is not ☐ owned or controlled by a parent company. For purposes herein, a parent company is one which (i) owns more than 50% of the voting rights in the Bidder/Offeror, or (ii) is able to formulate, determine, or veto basic business policy decisions of Bidder/Offeror through the use of various means, including, minority voting rights, proxy voting, or contractual arrangements.

B. Parent Company Name (If applicable): BOOZ ALLEN HAMILTON INVESTOR CORPORATION

C. Employer Identification Number of Parent Company (If applicable): 26-2634114

D. Employer Identification Number of Bidder/Offeror: 36-2513626

3. Small Business; Socially and Economically Disadvantaged Individuals

A. Bidder/Offeror is ☐ is not ☒ a small business concern as defined by the United States Small Business Administration.

B. Bidder/Offeror is ☐ is not ☒ owned and controlled by "socially and economically disadvantaged individuals" as defined in 49 C.F.R. Part 26.

4. Worker Safety Record

In the past three years, Bidder/Offeror has ☐ has not ☒ admitted or been found to have committed, any willful or repeat violations of Federal or State worker safety laws, rules or regulations. Provide the specifics with respect to any such violations on an attached sheet of paper.

Solicitation Number X046 0128
Booz Allen Hamilton

Amtrak Policy and Development

Bidder/Offeror understands and agrees that, in the event of a false or incomplete response to any of the above representations or certifications, Amtrak shall have the right to reject Bidder's/Offeror's Bid/Offer or to terminate any resulting contract without liability

BOOZ ALLEN HAMILTON INC.
BIDDER/OFFEROR

By: Gary M. Schulman

Date: 6/14/2010

Title: Senior Vice President

IFB/RFP NO. X046 0128

Contract No. _____

**SUBCONTRACTING PLAN FOR THE UTILIZATION OF
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

To be completed by Amtrak

Amtrak has determined that the following goal (expressed as a percentage of the total contract bid) is appropriate for this Contract.

Disadvantaged Business Enterprise 15 %

To assist Bidder/Offeree in meeting its goal, the Amtrak Supplier Diversity Office (SDO) is available to provide information regarding potential DBE subcontractors. The SDO may be reached at 202-906-3600.

To be completed by Bidder/Offeree

Contractor: Booz Allen Hamilton

Address: 8283 Greensboro Dr
McLean, VA 22102

Name/Title of individual completing this Plan _____

Total Estimated Cost of
Contract: \$ TBD/IDIO

Total Estimated Amount to be
Subcontracted: \$ TBD/IDIO

Total number of subcontractors (of any type) for this Contract: 5

Total number of subcontractors (of any type) receiving subcontracts in excess of \$50,000 TBD

Percentage and dollar goals for DBE subcontracting (Contractor's own goals): 30 % \$ TBD

Submit the name of DBE subcontractors to be utilized or solicited, a description of the work each is to perform, and an estimated dollar amount each is to be paid: (attach separate page, if needed)

Dynamic Pro – Capital Project Development and Comprehensive Forecasting and Planning

Raul Bravo and Associates – Capital Project Development

TEMS – Operational Planning and Scheduling, and Comprehensive Forecasting and Planning

Subcontractor employees will integrate into the Booz Allen project team, assuming roles commensurate with their skills and directed toward fulfilling the scope of services on-time, within budget, and in accordance with Booz Allen quality policy and under the direction of the Booz Allen project manager.

Provide the name of the Contractor employee who will administer the subcontracting program of this Contract:

Name: _____
Title: _____
Address: _____

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EXHIBIT D-1

IFB No. PR10 0059 7972

Contract No. _____

Telephone Number: _____

E-mail address: _____

His/her duties are as follows:

Duties: The Program Administrator has overall responsibility for the Contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan

Describe the efforts you will make (e.g., advertisements, announcements, contact with organizations, research databases) to ensure that DBEs will have an equitable opportunity to compete for subcontracts:

Booz Allen implemented its first socio-economic business utilization program in 1980, and has continued to increase subcontracting opportunities for SB/SDB (including HBCUs/MIs), WOSB, HUBZone, and VOSB/SDVOSB concerns. Booz Allen has stated its commitment in a firm-wide small business policy, issued by the firm's Chief Executive Officer (CEO), Dr. Ralph Shrader, and has established a set of procedures that guide procurement personnel in identifying and recommending opportunities for small business participation across all socio-economic classifications. Attached is a listing of events held or attended recently to demonstrate our commitment to this program.

Describe the efforts you will make to encourage the identification and award of subcontracts to DBEs:

Booz Allen has a strong history of working with DBEs. We have numerous relationships with these businesses and have benefitted from their support of our projects. On an ongoing basis, we identify and qualify potential DBEs that are suitable to work with us on our projects. Recently we hosted a one day "Transportation Small Business Day" to help in this endeavor. When opportunities arise for us to take advantage of the support DBEs can provide, we tap this network for bidders.

Describe the types of records your company will maintain to demonstrate procedures which have been adopted to comply with the requirements and the goals set forth in this plan, including the establishment of source lists of DBEs:

The Project Cost Reporting system in use at Booz Allen records all costs incurred on our contracts and provides detailed data that includes subcontract information. Our GO team monitors our performance versus our contract requirements to ensure that the participation goals are met. A database of small businesses, including DBEs, is kept.

CERTIFICATION:

I, the undersigned, do hereby certify that Contractor will use best efforts to meet or exceed Contractor's own DBE subcontracting goal set forth above. I further certify that Contractor will submit quarterly reports (NRPC Form 1483) to Amtrak disclosing information concerning DBE utilization.

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EXHIBIT D-1

IFB No. PR10 0059 7972

Contract No. _____

(Signature)

(Title)

(Date)

6/14/2010

SUBJECT	CLASSIFICATION	DATE APPROVED	P/I NUMBER
Contractor Background Check	Human Resources	September 14, 2009	7.39.0

1.0 RESPONSIBILITY

The Vice President for Human Resources is responsible for the interpretation and administration of this Policy. Any exceptions to this Policy must be approved by the Vice President for Human Resources (or his/her designee).

2.0 PURPOSE AND SCOPE

- 2.1 The purpose of this Policy is to increase security through the implementation of certain standards and procedures for conducting Background Checks of "Covered Individuals" who perform work for Amtrak on behalf of an Amtrak "Contractor."
- 2.2 For purposes of this Policy, the term "Contractor" refers to any business entity that provides or seeks to provide goods or services to Amtrak (including subcontractors).
- 2.3 For purposes of this Policy, the term "Covered Individuals" refers to all individuals who perform work for Amtrak on behalf of a Contractor (e.g., subcontractors and employees of Contractors) and whose work for Amtrak is expected to entail either:
 - 2.3.1 having unsupervised physical access to facilities owned or operated by Amtrak (e.g., individuals who receive an Amtrak identification badge and/or security key card);
 - 2.3.2 having unsupervised access to Amtrak infrastructure, including but not limited to administrative rights access to Amtrak IT infrastructure and systems; or
 - 2.3.3 having access to any of the following types of Amtrak information:
 - Protected Critical Infrastructure Information (PCII) and Sensitive Security Information (SSI);
 - Vulnerability assessments;
 - Security risk assessments;
 - Threat assessments;
 - Corporate Security Plan information;
 - Tactical and operational plans prepared by or for the Mobile Team and its partners, including but not limited to deployment schedules and baggage screening schedules;
 - Security Procedures and Alert Plans prepared by or for Amtrak;
 - Deployment Schedules and Resource Loading regarding Mobile Team operations;
 - Security Capital Plan documents;
 - Information regarding security remediation plans, solutions and priorities;
 - Control Systems and related technical information, including but not limited to SCADA infrastructure;
 - Emergency and/or disaster recovery plans;

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- Business continuity and recovery plans;
- Emergency response procedures; or
- Credit card information, including but not limited to PCI data.

- 2.4 Section 2.3 of this Policy does not apply to a person who only meets the definition of "Covered Individual" because he or she has access to the information listed in Section 2.3.3 in connection with anticipated or actual litigation, or responding to a subpoena or other legal process.
- 2.5 The term "Background Check" refers to the following procedures: (a) reviewing relevant criminal history databases; (b) Social Security number verification; and (c) reviewing relevant databases to determine the status of an alien under the immigration laws of the United States. In appropriate, job-related circumstances, a Background Check may also include a review of relevant credit history databases.
- 2.6 A person deemed to be a "Disqualified Individual" under this Policy shall not be provided unsupervised access to facilities or infrastructure owned or operated by Amtrak and shall not be provided access to any of the types of Amtrak information described in Section 2.3.3.
- 2.7 Nothing in this Policy should be interpreted as creating any employment relationships or altering the status of any person's relationship with Amtrak. Amtrak retains its right to terminate contractual agreements for any reason consistent with the law and/or the terms of the contract.
- 2.8 This Policy is not retroactive. The Background Check procedures and requirements of this Policy shall be applied on a prospective basis to contracts entered into or renewed after the effective date of this Policy.

3.0 TIMING AND FREQUENCY OF BACKGROUND CHECKS

- 3.1 A Background Check shall be conducted of each and every Covered Individual within 30 days of his or her commencing work on behalf of Amtrak.
- 3.2 The Vice President for Human Resources (or his/her designee) shall have authority to require periodic reinvestigations in the form of repeat Background Checks in circumstances where there is a security- or safety-related reason to do so.

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4.0 DISQUALIFYING CRIMINAL HISTORY

- 4.1 A Covered Individual shall be deemed a Disqualified Individual if the results of the Background Check show that the Covered Individual:
- (a) has been convicted of, has been found not guilty by reason of insanity, or is under warrant, warrant, or indictment for a permanently disqualifying criminal offense listed in Appendix A to this Policy;
 - (b) was convicted of or found not guilty by reason of insanity of an interim disqualifying criminal offense listed in Appendix B to this Policy within 7 years of the date on which the criminal background check is conducted; or
 - (c) was incarcerated as a result of a conviction or a finding of not guilty by reason of insanity for an interim disqualifying criminal offense listed in Appendix B to this Policy and released from incarceration within 5 years of the date on which the criminal background check is conducted.
- 4.2 A plea of guilty or *nolo contendere* is the same as a conviction for purposes of this Policy.
- 4.3 Notwithstanding the disqualification criteria set forth in Section 4.1 above, nothing in this Policy should be interpreted as limiting or precluding disqualification determinations, consistent with applicable laws, based on other factors or information, including but not limited to other criminal or credit history information, where such information is material to the individual's existing or prospective work functions involving Amtrak. Similarly, nothing in this Policy shall be interpreted to restrict or broaden the ability of Amtrak or its Contractors to conduct more in depth background investigations, consistent with applicable laws, of Covered Individuals who perform security sensitive duties or to make disqualification decisions based on the results of such additional background investigations.

5.0 REDRESS PROCEDURES FOR DISQUALIFIED INDIVIDUALS

- 5.1 Contractors shall provide Disqualified Individuals written notice of the reason(s) for their disqualification and of their right to appeal or request a waiver of the disqualification determination.
- 5.2 An appeal of a disqualification determination may be submitted to the Contractor based on either of the following grounds and must be granted if the Disqualified Individual either: (1) provides certified court records establishing that the reported results of the Background Check were substantively false with respect to each disqualifying event on which the initial disqualification determination was based; or (2) establishes that the disqualifying event(s) on which the initial disqualification determination was based do(es) not relate to the Disqualified Individual (i.e., a case of mistaken identity).

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5.3 A request for a waiver of a disqualification determination may be submitted to the Contractor based on the five factors listed below. To grant the waiver, the Contractor must consider the following factors and determine, based on substantial evidence provided or identified by the Disqualified Individual, that he/she does not pose a risk to the safety, security or operations of Amtrak or its employees, customers, passengers or business partners:

- (a) The facts and circumstances of the disqualifying event(s);
- (b) Restitution made with respect to the disqualifying event(s);
- (c) Letters of reference from employers or probation/parole officers;
- (d) Other evidence that bears on a person's good character, including prior job performance and disciplinary history; and
- (e) Other factors indicating the person does not pose a risk to the safety, security or operations of Amtrak or its employees, customers, passengers or business partners.

6.0 CONTRACTOR RESPONSIBILITIES (in addition to those stated elsewhere in Policy)

- 6.1 Contractors shall use an Amtrak-approved vendor to conduct Background Checks.
- 6.2 Contractors shall obtain from their employees and other workers who are Covered Individuals as defined in this Policy individual releases which authorize periodic Background Checks as described in this Policy.
- 6.3 Contractors shall ensure that results are obtained and communicated in compliance with this Policy and all applicable federal and state laws, including but not limited to the Fair Credit Reporting Act.
- 6.4 Contractors shall ensure that Background Checks are conducted for each of their employees and other workers who are Covered Individuals as defined in this Policy within 30 days of commencing work for Amtrak.
- 6.5 Contractors shall make disqualification decisions, including decisions on appeals and requests for waivers, in compliance with this Policy and applicable law.
- 6.6 Contractors shall require their employees and other workers who are Covered Individuals under this Policy to report any criminal conviction to the Contractor within 24 hours after the conviction.
- 6.7 Contractors shall maintain background investigation reports in accordance with a record retention schedule acceptable to Amtrak, treating the reports as confidential and law enforcement sensitive material with dissemination only to the extent permitted by law.
- 6.8 Contractors shall cooperate with audits and comply with reasonable requests for information to ensure compliance with this Policy.

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7.0 DEPARTMENTAL RESPONSIBILITIES

7.1 The Human Resources Department:

- (a) Shall be responsible for the interpretation and administration of this Policy.
- (b) Shall determine, in consultation with the affected Amtrak department, whether Background Checks for a particular Contractor's workers should, given the nature of the work to be performed, include a credit history check and/or periodic repeat Background Checks.
- (c) The Vice President for Human Resources (or his/her designee) shall have authority to exempt Contractors from the requirements of this Policy, or to modify the requirements of this Policy, as may be appropriate on a case-by-case basis, including but not limited to circumstances in which a Contractor certifies that it conducts background checks and makes disqualification determinations regarding its workers in a manner that is materially similar to the requirements of this Policy, and that all employees of the Contractor and other workers who are Covered Individuals as defined in this Policy to be utilized in the Amtrak engagement are in compliance with such Contractor's background check policy.
- (d) Exemptions and/or modifications must be made in consultation with the Vice President for Police & Security and the Chief Logistics Officer (or the Vice President for the affected Amtrak department if the department is negotiating the contract outside the Procurement process), or their respective designees. If the request for an exemption or modification relates to a contract that will involve the use, disclosure, handling or processing of credit card information, then the Chief Financial Officer (or his/her designee) shall also be consulted.

7.2 The Police & Security Department:

- (a) Shall retain or identify a vendor(s) with suitable experience and resources for the purpose of conducting Background Checks on behalf of Amtrak and its Contractors (hereinafter referred to as the "Vendor").
- (b) Shall ensure that the Vendor establishes procedures to: (1) conduct Background Checks of Covered Individuals; (2) communicate results of Background Checks to Contractors in a manner that facilitates prompt and accurate decision-making by Contractors; (3) ensure that Background Checks are conducted, and results communicated, in a manner that complies with the Fair Credit Reporting Act and other applicable laws; and (4) maintain background investigation reports in accordance with a record retention schedule acceptable to Amtrak, treating the reports as confidential and law enforcement sensitive material with dissemination only to the extent permitted by law;
- (c) Shall conduct random compliance audits of Contractors to ensure that Amtrak's Contractors are complying with this Policy.

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7.2 The Procurement Department (or the affected Amtrak department):

- (a) For contracts negotiated by the Procurement Department, the Procurement Department shall be responsible for the requirements set forth in this section and shall act as a proxy and representative for the affected Amtrak department on whose behalf Procurement is negotiating the contract. For contracts being negotiated directly by an Amtrak department outside the Procurement process, that department shall be responsible for the requirements set forth in this section.
- (b) Shall, during the solicitation process, provide prospective Amtrak Contractors a copy of this Policy and advise them of their obligations to comply with this Policy.
- (c) Shall ensure that appropriate contractual provisions reflecting the requirements of this Policy are incorporated into agreements between Amtrak and its Contractors.
- (d) If in the judgment of the Procurement Department (or the affected Amtrak department) it is impractical, inadvisable or unnecessary to require a particular Contractor to adhere to the Background Check requirements described in this Policy, the Procurement Department (or the affected Amtrak department) may request that the Vice President for Human Resources exempt a Contractor from the requirements of this Policy or modify the requirements of this Policy as applied to a particular Contractor pursuant to subsections 7.1(c) & (d).

APPENDIX A: PERMANENTLY DISQUALIFYING FELONIES

- Espionage, or conspiracy or attempt to commit espionage
- Sedition, or conspiracy or attempt to commit sedition
- Treason, or conspiracy or attempt to commit treason
- Terrorism as defined by federal or state law, or conspiracy or attempt to commit terrorism
- A crime involving a transportation security incident, or conspiracy or attempt to commit such a crime, if the incident results in a significant loss of life, environmental damage, transportation system disruption, or economic disruption in a particular area. The term "economic disruption" does not include a work stoppage or other employee-related action not related to terrorism and resulting from an employer-employee dispute.
- A crime involving transportation of a hazardous material
- Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device, or conspiracy or attempt to commit such a crime
- Murder, or conspiracy or attempt to commit murder
- Making any threat, or maliciously conveying false information knowing the same to be false, concerning the delivery, placement, or detonation of an explosive or other lethal device in or against a place of public use, a state or government facility, a public transportation system, or an infrastructure facility, or conspiracy or attempt to commit such a crime
- Violations of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), or a comparable state law, or conspiracy or attempt to commit such a crime, where one of the predicate acts found by a jury or admitted by the defendant consists of one of the permanently disqualifying crimes listed in this Appendix A.

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APPENDIX B: INTERIM DISQUALIFYING FELONIES

Reminder: The following crimes are disqualifying if the Covered Individual either: (1) was convicted of or found not guilty by reason of insanity of an interim disqualifying criminal offense within 7 years of the date on which the criminal background check is conducted; or (2) was incarcerated as a result of a conviction or a finding of not guilty by reason of insanity for an interim disqualifying criminal offense and released from incarceration within 5 years of the date on which the criminal Background Check is conducted.

- Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon
- Extortion
- A crime involving dishonesty, fraud, or misrepresentation, including identity fraud and money laundering where the money laundering is related to a crime described in Appendix A or B. Welfare fraud and passing bad checks do not constitute dishonesty, fraud, or misrepresentation for purposes of this paragraph.
- Bribery
- Smuggling
- Immigration violations
- Distribution of, possession with intent to distribute, or importation of a controlled substance
- Arson
- Kidnapping or hostage taking
- Rape or aggravated sexual abuse
- Assault with intent to kill
- Robbery
- Fraudulent entry into a seaport
- Violations of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), or a comparable state law, other than permanently disqualifying RICO crimes described in Appendix A
- Conspiracy or attempt to commit any of the crimes described in this Appendix B

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CONTRACT NO. 2500010078

NATIONAL RAILROAD PASSENGER CORPORATION
(AMTRAK)
SERVICES CONTRACT

THIS CONTRACT is entered into as of the 2nd day of August, 2011 by and between Booz Allen Hamilton, Inc., a Corporation organized under the laws of the State of Delaware, with its principal office located at 8283 Greensboro Drive, McLean, VA 22102 ("Contractor") and the National Railroad Passenger Corporation, a corporation organized under 49 U.S.C. §24101 *et seq.* and the laws of the District of Columbia, with its principal office located at 60 Massachusetts Avenue, N.E., Washington, DC 20002 ("Amtrak").

For and in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. **Services:** Contractor will provide the services and, if applicable, the deliverables set forth on the attached Statement of Work and elsewhere herein ("Services"). Services will be performed in strict compliance with the Contract Documents referenced in Section 9 hereof.

2. **Period of Performance:** Amtrak will issue a Notice to Proceed ("NTP") upon Amtrak's receipt of the Submittals set forth in Section 7 hereof. Contractor will not perform any Services until after receipt of the NTP. Contractor shall commence the Services within 10 calendar days from the date of the Notice to Proceed ("NTP") and to complete the Services within three (3) years from the date of the NTP. The period of performance may be extended for two (2) additional periods of one (1) year each at the sole discretion of Amtrak.

3. **Compensation:**

A. As compensation for the Services, Amtrak shall pay Contractor in accordance with the Pricing Schedule attached hereto, not-to-exceed sum of **One Million Dollars (\$1,000,000)**. Payment will be made in accordance with an Amtrak-approved payment schedule, upon satisfactory completion of the designated part of the Services and Amtrak's acceptance thereof. If, at the sole discretion of Amtrak, the period of performance is modified then Amtrak will adjust the compensation accordingly.

B. Contractor shall submit invoices and supporting documentation to:

National Railroad Passenger Corporation (Amtrak)
900 Second St. N.E., Suite 309 - REA Bldg.
Washington, DC 20002
Attention: [REDACTED]

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C. Amtrak shall submit payments required to be made hereunder to Contractor at the remit address set forth on Contractor's invoice.

4. **Key Personnel:** The following individuals are considered to be "Key Personnel" as that term is defined in Section 11 of the General Provisions:

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[REDACTED]
[REDACTED]

5. Amtrak's Authorized Representatives: For this Contract, the Contracting Official and, if applicable, the Contracting Official's Technical Representative, as those terms are defined in Sections 1 and 36 of the General Provisions are:

Contracting Official: [REDACTED]
Contracting Official's Technical Representative: [REDACTED]

6. Pre-performance Conference: A duly authorized representative of Contractor may be required to attend a mandatory pre-performance conference to be held at a date, time and location to be determined.

7. Submittals: Within ten calendar days after issuance of the Notice of Award and prior to commencement of any Services, Contractor shall return to Amtrak (and, if necessary, execute) the following documents ("Submittals"). Submittals must be forwarded to the National Railroad Passenger Corporation (Amtrak), 30th Street Station, 2955 Market Street, 5th Floor South, Mailbox # 15, Philadelphia, PA 19104, Attention: [REDACTED]

- A. Two executed **originals** of this Contract; and
- B. Required Certificate(s) of Insurance as specified in Section 25 of the General Provisions.

Contractor's failure to furnish the Submittals within the time specified herein may result in Amtrak's cancellation of the Notice of Award and Contractor being liable to Amtrak for any costs of reprocurring the Services which exceed the amount of this Contract. In the event Contractor delays in furnishing the required Submittals which causes a delay in issuance of the NTP, the time to complete the Services specified herein may be reduced to reflect such delay.

8. Notices: Any notice, request or other communication to either party by the other as provided for in this Contract shall be given in writing, and sent by: (a) hand-delivery, (b) first class United States mail, return receipt requested, or (c) overnight delivery service, and shall be deemed given upon actual receipt by the addressee. Notice may also be given by facsimile or e-mail, provided the original is sent by any manner above described. All notices to Amtrak shall include the Contract Number. Notices shall be addressed as follows:

If to Amtrak: National Railroad Passenger Corporation (Amtrak)
30th Street Station
2955 Market Street, 5th Floor South, Mailbox # 12
Philadelphia, PA 19104
Attention: [REDACTED]
Telephone: [REDACTED]
Facsimile: [REDACTED]
E-mail: [REDACTED]

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If to Contractor: Booz Allen Hamilton
One Preserve Parkway, Suite 200
Rockville, MD 20852
Attention: [REDACTED]
Telephone: [REDACTED]
E-mail: [REDACTED]

Either party may change the recipient or address for receiving notices upon written notice to the other party.

9. **Contract Documents:** The Contract Documents consist of this Services Contract and the following documents incorporated herein by reference.

- A. **Services Contract General Provisions**, dated 01/06/10, 16 pages.
- B. **Supplementary General Provisions for Nonconstruction Contracts** dated 7/1/03, 4 pages including certifications.
- B.(1) **Certification Regarding Lobbying**
- B.(2) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
- C. **Statement of Work**, dated 03/24/11, 4 pages.
- D. **Booz Allen Hamilton Technical Proposal including Pricing Schedule**, dated 4/29/11, 68 pages.
- E. **Representations and Certifications**, dated 10/14/10, 1 page.
- F. **Contractor Background Check Policy**, dated 9/14/09, 7 pages.
- G. **Reimbursable Travel Expenses Schedule**, dated 07/6/11, 3 pages.
- H. **Subcontracting Plan for the Utilization of Small Business Concerns and Disadvantaged Business Enterprises**, dated 4/29/11, pages.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date written above.

NATIONAL RAILROAD PASSENGER CORPORATION

By: [Signature]
J. Martin

Title: Chief Logistics Officer

Date: 8/26/11

BOOZ ALLEN HAMILTON, INC.

By: [Signature]
Douglas Lane

Title: Sr. Vice President

Date: 08/08/2011

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
SERVICES CONTRACT GENERAL PROVISIONS

1. Definitions.

A. The "Contract" is the basic instrument of agreement between Amtrak and Contractor, signed by duly authorized representatives of Amtrak and Contractor.

B. The "Contract Documents" are identified in the Contract. They include the Contract and all other documents specifically incorporated therein.

C. The "Contracting Official" is the individual duly authorized in writing by Amtrak to execute, administer, and make changes to the Contract on behalf of Amtrak. The Contracting Official is not necessarily an officer of Amtrak. He/she assumes no personal liability hereunder.

D. "Days" means calendar days, unless otherwise indicated.

E. The "Services" are the services, deliverables and/or activities to be performed hereunder by Contractor as described in detail in the Statement of Services which is attached hereto and incorporated herein.

2. Scope of Services. Contractor agrees to perform for Amtrak the Services described in detail in the Statement of Services. Contractor shall provide deliverables, if any, in the quantity, format and content described in the Statement of Services.

3. Compensation. For full, final and satisfactory performance of the Services, Amtrak shall pay Contractor in accordance with the terms set forth in the Contract or the Pricing Schedule, which is attached hereto and incorporated herein.

Contractor will invoice Amtrak by submitting an original invoice, along with supporting documentation, to the individual at the address set forth in the Contract. In accordance with an Amtrak-approved payment schedule, Amtrak shall pay Contractor all undisputed invoiced amounts for the Services properly performed, less any deductions or set-offs permitted under the Contract or any other transaction between Amtrak and Contractor, and as otherwise permitted by law.

4. Period of Performance.

A. The period of performance under the Contract shall be as set forth in the Contract or the applicable schedule, unless terminated earlier as set forth elsewhere herein.

B. All time limits stated in the Contract Documents are of the essence. Contractor shall commence, progress and complete the Services within the time period set forth in the Contract or the applicable schedule.

5. Force Majeure. For purposes of this Contract, a Force Majeure Event is any one of the following: act of God or the public enemy, act of a governmental authority acting in its sovereign capacity, fire, flood, epidemic, quarantine restriction, unusually severe weather, war, terrorism, riot, earthquake, strike or embargo. In the event that either party's failure to perform in accordance with any schedule or when otherwise required under the Contract arises solely out of a Force Majeure Event that is both out of the control of such party and without the fault or negligence of such party, the time for performance under the Contract may be extended

proportionately pursuant to the requirements of this Section 5. No such failure shall be considered a breach or default under the Contract if the failing party promptly (within two days of the beginning of the Force Majeure Event): (i) provides notice to the other of the Force Majeure Event and the efforts it intends to undertake to re-start performance; and (ii) diligently takes effective measures by all available means to re-start performance fully in accordance with the Contract. A party fulfilling the notice and due diligence obligations of the preceding sentence shall not be liable to the other for any losses, injury, damages of any kind, additional payments or increased costs arising from Force Majeure Events. Default of a subcontractor shall not excuse timely performance by Contractor, unless the subcontractor's default was caused by a Force Majeure Event beyond the control and without the fault or negligence of either Contractor or the subcontractor and Contractor could not obtain the supplies or services from another source within the time required to perform or deliver under the Contract. If Contractor's failure to perform extends for more than seven days from the start of the Force Majeure Event, Amtrak may, at its discretion, terminate the Contract without liability at any time after such seven days. In the event of such early termination, Contractor shall transfer title and deliver to Amtrak in the manner directed by Amtrak, any completed or partially completed deliverables or other work products Contractor has produced or acquired specifically for performance of the Services under the Contract.

6. Independent Contractor.

A. It is hereby understood and agreed that Contractor is not an agent, representative, or employee of Amtrak, but rather is an independent contractor. Contractor has no authority to make representations, commitments, or obligations on behalf of Amtrak. Contractor shall maintain all required insurance and shall pay all required workers' compensation payments, disability benefits, unemployment insurance, and employment and withholding taxes for its employees as mandated by federal, state, and local law.

B. Contractor and its employees are not employees of Amtrak and will not be entitled to participate in or receive any benefits or rights under any Amtrak employee benefit or welfare plan as a result of Contractor entering into this Contract.

C. Amtrak may, from time to time, (1) engage other persons or entities to act as contractors to and to perform services for Amtrak, including services that are the same or similar to the Services to be performed by Contractor hereunder, and (2) enter into contracts with provisions that are the same or similar to this Contract with other persons or entities, in all cases without the necessity of notifying or obtaining the approval of Contractor.

7. Confidentiality.

A. Contractor agrees that all information furnished or disclosed by Contractor to Amtrak in connection with the performance of the Contract (1) is furnished or disclosed as part of consideration of the Contract; (2) subject to federal law, shall not be treated as confidential or proprietary information of Contractor, unless otherwise agreed in writing by the Contracting Official; and (3) subject to third party copyright restrictions, may be used, copied or disclosed by Amtrak for any purpose. Contractor expressly waives all claims against Amtrak and releases Amtrak relating to the use, copying or disclosure of such information by Amtrak, its assigns, or intended beneficiaries.

B. Only the Contracting Official has authority to enter into an agreement, which shall be in writing, to provide for the confidential treatment of, or limit disclosure of, information furnished or disclosed to Amtrak by Contractor.

C. Contractor agrees that it shall not disclose, without the prior written consent of the Contracting Official, any information relating to the Contract to any third party. Contractor shall not make any news releases, articles, brochures, advertisements, speeches or other information releases relating to this Contract without the prior approval of the Contracting Official.

D. Contractor agrees that it will keep confidential any financial information, employee information, customer or marketing information, business plans, designs, drawings, specifications, engineering data, technical information, policies, procedures, processes, analyses or proprietary information which either (1) is furnished by Amtrak; or (2) is, or will become as a result of the Contract, the property of Amtrak. Contractor further agrees not to disclose such items or any information contained therein to third parties and to use such items and information solely for the benefit of Amtrak in the performance of the Contract. Upon completion or termination of the Contract, or as otherwise requested by Amtrak, Contractor shall immediately return all such items and information to Amtrak or make other disposition thereof as directed by Amtrak.

E. Contractor shall fully indemnify Amtrak against any and all actions, claims, liability, costs, damages, and expenses suffered or incurred in connection with or arising out of any breach by Contractor of any of the provisions of this section. Contractor acknowledges that a breach of its obligations hereunder cannot be compensated adequately by an award of damages or other pecuniary remedy, and that Amtrak shall also be entitled in the event of any such breach to the remedies of injunction, specific performance or other equitable relief in respect of any such breach.

F. Contractor agrees that, in the event any confidential information of Amtrak is sought by subpoena or other process, to the extent allowed by applicable law, Contractor shall notify Amtrak in writing as soon as practicable or within three days in order to enable Amtrak to seek an appropriate protective order. Further, to the extent allowed by applicable law, Contractor shall reasonably assist Amtrak in obtaining a protective order requiring that any portion of such information required to be disclosed be used only for the purposes for which a court issues an order, or for other such purposes required by law.

8. **Intellectual Property Rights.**

A. **Trademarks.** Contractor shall not use Amtrak's name, trade name, trademarks or service marks in any context in connection with any product, promotion or publication without the prior written consent of Amtrak. Contractor agrees to comply with Amtrak instructions regarding trade dress, packaging, trade names, trademarks, service marks or other indicia of origin which shall appear on any items to be delivered under this Contract.

B. **Patent Rights; Copyrights.** All written or fixed media material, ideas, concepts, discoveries, inventions, improvements, enhancements, modifications, and designs (whether or not patentable), developed, conceived or reduced to practice by Contractor or its employees in connection with the performance of this Contract, shall be promptly disclosed to Amtrak and shall be owned by Amtrak. The parties agree that all copyrightable material to be delivered to Amtrak is "works made for hire" under the federal copyright laws. In the event Contractor or a third party is deemed to be the author for copyright purposes of any materials that are used in the performance of this Contract, Contractor shall assign or cause such third party to assign the

copyright in such materials to Amtrak. Amtrak shall have the right, at its own expense, to obtain and to hold in its own name patents, copyrights or such other protection as may be appropriate for any inventions that become the property of Amtrak hereunder. Contractor and its employees shall, upon request, cooperate in and execute all papers necessary to assign any copyrights to Amtrak or to perfect Amtrak's right to own, use and protect Amtrak's proprietary rights under this section, including patent applications and assignments thereof. The decision whether to file and/or prosecute applications for patents or copyright registrations and/or to maintain patents or other proprietary rights shall be made solely by Amtrak.

C. Pre-existing Materials of Contractor. Contractor hereby grants to Amtrak a non-exclusive, irrevocable, perpetual, worldwide, fully paid-up license to use, execute, reproduce, modify, display, distribute copies of and prepare derivative works based on materials, including any and all modifications thereto, owned and developed independently by Contractor prior to the preparation of its proposal used to provide Services under this Contract. Contractor shall retain its ownership interest in such pre-existing materials.

D. Infringement/Indemnity. Contractor hereby warrants that: (i) materials that its uses in its performance under the Contract, (ii) the deliverables, and (iii) the use of any deliverables shall not infringe or misappropriate any U.S. or foreign patent, copyright, trade secret or other intellectual property right of a third party. Contractor shall, at its own expense, defend, indemnify, and hold harmless Amtrak (including its directors, officers, employees, agents, subsidiaries, and assigns) from and against all claims, losses, liabilities, penalties, costs (including costs of defense and attorneys' fees), suits or other proceedings based upon a claim that deliverables provided under this Contract, or the use thereof, infringe any patent, copyright, royalty, trademark or service mark or other third party proprietary right, or involve the wrongful use of any trade secret or confidential information; provided that Amtrak has given Contractor (1) written notice of such claim, (2) reasonable assistance in defense or settlement as requested by Contractor, at Contractor's sole expense, and (3) the right to control the defense or settlement of such claim.

9. Ethical Business Practices.

A. Contractor agrees that it shall not offer to any Amtrak employee, agent or representative any cash, gift, entertainment, commission, or kickback for the purpose of securing favorable treatment with regard to award or performance of this Contract or any other contract.

B. Contractor agrees that it shall neither solicit nor accept any cash, gift, entertainment, commission, or kickback from a subcontractor or any other person or entity for the purpose of securing favorable treatment with regard to award or performance of any subcontract or contract issued in connection with the Contract.

C. Contractor agrees that it shall not (1) knowingly employ the services of any Amtrak employee or member of an employee's immediate family as a consultant, subcontractor, or otherwise, in connection with the performance of Services under the Contract, or (2) purchase any material or services required to perform the Contract from any entity owned or controlled (including a substantial financial interest) by any Amtrak employee or member of an employee's immediate family.

10. Conflict of Interest. Conflict of interest means that because of activities or relationships with other persons or entities, (1) a contractor is unable to render impartial assistance or advice to Amtrak, (2) a contractor's objectivity in performing the Services under this Contract is or

might be otherwise impaired, or (3) a contractor has, or attempts to create, an unfair competitive advantage. Contractor hereby affirmatively represents that it will not have a conflict of interest in performing the Services for Amtrak pursuant to this Contract. Contractor agrees not to (a) engage in activities, or (b) initiate or maintain relationships with persons or entities where such activities or relationships create a conflict of interest. Contractor shall use its best efforts to identify and prevent potential subcontractor conflicts of interest. Contractor shall inform Amtrak of any activity or relationship that Contractor has reason to believe may create a conflict of interest.

Contractor represents that it is not a party to any existing agreement which would prevent Contractor from entering into and performing this Contract.

11. **Contractor Personnel/Key Personnel.**

A. Contractor is responsible for selecting qualified personnel to perform the Services required by the Contract. Contractor is responsible for supervising all of its employees, monitoring the techniques used in the performance of work, and keeping its employees informed of improvements, changes, and methods of operation.

B. Contractor warrants, represents and covenants that it will not assign or delegate any Services to be performed under this Contract to any individual who is not authorized to work in the United States pursuant to the U.S. Immigration Reform and Control Act of 1986, as amended, or its implementing regulations.

C. Contractor acknowledges that award of the Contract was based in part on the key personnel proposed by Contractor performing the functions proposed by Contractor. Amtrak considers these individuals to be essential to the performance of the Contract. Accordingly, Contractor agrees that the individuals listed as "key personnel" in the Contract shall perform the Services as proposed. No substitutions shall be made without the prior written approval of the Contracting Official. Contractor shall notify the Contracting Official twenty days in advance of the proposed substitution. The notification shall include (1) an explanation of the circumstances necessitating the proposed substitution, (2) a complete description of the qualifications of the proposed substitute, which shall be equal to or greater than the individual to be replaced, and (3) any other information requested by the Contracting Official. Contractor shall have the right to transfer or replace any personnel other than key personnel and to substitute other qualified personnel, provided that such transfer or replacement shall not cause a delay in the performance of the Services, a downgrading of the quality of the Services, or increased cost to Amtrak.

D. At any time in Amtrak's sole discretion, Amtrak may request replacement of personnel assigned under this Contract. Such request shall be made in writing, and Contractor shall promptly provide an equally qualified replacement.

E. The parties agree that, during the term of this Contract and for one year thereafter, neither party shall, either directly or indirectly, on its own behalf or on behalf of others, solicit or recruit any person to terminate such person's employment with the other party. This shall not restrict one party from hiring any employee of the other who responds to regular employment solicitation efforts, such as newspaper advertisements, employment agencies, open house or job fair events, or widely distributed announcements of job openings, or who makes a direct inquiry as to employment with Amtrak or Contractor.

12. Warranty.

A. Contractor warrants that (1) it has the authority to enter into this Contract without breaching any contractual obligation or statutory duty owed to another; (2) it shall perform the Services with promptness, diligence, and in accordance with the highest professional standards in the industry; (3) it shall comply with all requirements of the Contract; (4) all deliverables to be provided hereunder shall be technically correct and based upon Amtrak furnished criteria and any other information or documents mutually agreed upon by the parties; and (5) in performing the Services, it shall use adequate numbers of qualified individuals with suitable training, education, experience and skills, and that it shall perform the Services in a manner consistent with the required level of quality and performance. These warranties are in addition to all other express, implied or statutory warranties.

B. Upon receipt of written notice from the Contracting Official that any of the Services have not been performed in accordance with the foregoing requirements, Contractor shall, at Amtrak's option and in Amtrak's sole discretion, (1) correct or reperform the nonconforming Services at no additional cost to Amtrak, (2) refund to Amtrak the amount paid to Contractor for the nonconforming Services, or (3) pay Amtrak for all costs incurred in having the Services performed correctly.

13. Additional Warranties for Services Relating to Information Technology or Computer Services.

A. Virus Warranty. Contractor warrants that it will use commercially reasonable efforts to ensure that no viruses or similar items ("viruses") are coded or introduced into any Amtrak software or computer system used by Amtrak. Contractor agrees that in the event that a virus is found to have been introduced, Contractor will take all reasonable action at its own expense to eliminate the virus and reduce the effects of the virus on Amtrak's operations. Contractor further agrees to cooperate with Amtrak to mitigate and restore any loss of data or operational efficiency.

B. Disabling Code Warranty. Contractor warrants that it will not insert any time-bombs, drop-dead or disabling devices, back doors or similar items or invoke any code which could have the effect of disabling or otherwise shutting down any portion of Amtrak's software or computer system.

14. Governing Law, Jurisdiction and Venue. The Contract shall be governed by and construed in accordance with the laws of the District of Columbia, excluding that portion of District of Columbia law relating to the application of laws of another jurisdiction. Subject to the Claims and Disputes section hereof, each party agrees that all legal proceedings in connection with any dispute arising under or relating to the Contract shall be brought in the United States District Court for the District of Columbia. Contractor hereby accepts the jurisdiction of the United States District Court for the District of Columbia and agrees to accept service of process as if it were personally served within the District of Columbia.

15. Laws, Regulations, and Permits. Contractor warrants that it shall comply with all laws, regulations, codes, ordinances, rules or orders of any governmental entity or public authority ("Laws") applicable to the performance of Services under the Contract. Contractor shall, without additional cost to Amtrak, obtain all necessary permits or licenses required for the performance of the Services hereunder.

16. **Taxes.** Pursuant to 49 U.S.C § 24301(d), Amtrak is exempt, to the same extent that the United States Government is exempt, from all state and local taxes, surcharges or fees. Contractor agrees that the prices or rates stated in the Contract (1) do not include any state or local taxes, surcharges or fees on Amtrak in connection with this transaction, and (2) do include all other applicable taxes for which Contractor is liable.

17. **Termination for Default.**

A. Contractor shall be in default hereunder if Contractor fails in any material way to perform or comply with any of its obligations under the Contract and such failure is not cured within ten days after notice from the Contracting Official specifying the nature of the failure ("Default"). Amtrak shall extend such ten day cure period if: (1) Contractor notifies Amtrak that Contractor's failure to perform is caused by the default or delay of a subcontractor; (2) subcontractor's default is excused for the reasons described in the Force Majeure section hereof; and (3) Contractor could not obtain the supplies or services from another source within the time period required for Contractor to perform or deliver under this Contract. Amtrak shall determine in its sole and absolute discretion the period of extension for Contractor to cure any failure described in the preceding sentence.

B. Amtrak may terminate the whole or any part of the Contract for Default by providing notice of such termination to Contractor. In the event Amtrak terminates the Contract in whole or in part, Amtrak may reprocore the Services from another source. If Amtrak reprocores the Services from another source, Contractor shall be liable for (1) repayment to Amtrak of any payments made by Amtrak in excess of the price of Services accepted by Amtrak and (2) any "excess costs" to Amtrak relating to the reprocorement. "Excess costs" are the difference between the Contract price for the terminated Services and the total costs incurred by Amtrak to procure replacement Services. In the event that the Contract is terminated only in part, the remaining part shall remain in full force and effect. If the Contract is terminated, Contractor shall not be entitled to further payments, if any, until the Services are finished.

C. In addition to any other rights provided herein, in the event that Amtrak terminates the Contract for Default, in whole or in part, Amtrak, at its sole option, may require Contractor to transfer title and deliver to Amtrak in the manner and to the extent directed by Amtrak, any completed or partially completed work, material, information, plans and drawings that Contractor has produced or acquired specifically for performance of Services under the Contract, and shall protect and preserve property in its possession in which Amtrak has an interest. Contractor shall provide Amtrak with the right to continue to use any and all patented and proprietary information necessary to complete the Services, shall assign to Amtrak those contract(s) (including warranties) between Contractor and subcontractors as Amtrak may request, shall assign to Amtrak all issued permits, licenses, authorizations and approvals then held by Contractor pertaining to the Services. Contractor shall be liable to Amtrak for all costs, losses and damages suffered or incurred by Amtrak and arising or resulting from any such event(s) of Default and Amtrak's reasonable response thereto.

D. Failure to terminate following notice of a Default is not a waiver of Amtrak's right to terminate at any time prior to satisfactory cure of the Default.

E. In the event Amtrak terminates the Contract for Default, and the termination is subsequently found wrongful by a court or arbitrator of competent jurisdiction, then the

termination shall be converted to one for convenience, and the parties' rights and obligations shall be specified by Section 18 hereof as if the termination had been one for convenience.

18. Termination for Convenience.

A. Upon written notice to Contractor, Amtrak may, at its option and in its sole discretion, terminate the Contract in whole or in part whenever and for whatever reason(s) it chooses without such termination constituting Amtrak's breach or default. Such termination shall be effective immediately after written notice is given to Contractor or at the time specified in the termination notice. Contractor shall be permitted up to fifteen days following the effective date of termination to remove equipment, supplies and other materials owned by Contractor or its agents or subcontractors and used in the performance of the Services. Contractor shall take all actions necessary to mitigate costs, and do such things as are necessary to protect Amtrak's interests, including but not limited to: terminate its contracts with subcontractors, complete performance of Services not terminated, settle outstanding liabilities, take any action necessary to protect the Services, and deliver inventory schedules and all Contract Documents in its possession to Amtrak.

B. Within thirty days after termination, Contractor shall submit to Amtrak in a form prescribed by Amtrak, a claim for termination costs. In no event shall Amtrak's liability for termination costs exceed the unpaid balance of the Contract, nor shall Amtrak be liable for consequential damages, including but not limited to lost or anticipatory profits, unabsorbed overhead or indirect costs. Contractor agrees to negotiate in good faith with Amtrak regarding any claim after termination. If appropriate, the Contracting Official shall issue a modification to the Contract reflecting any agreed upon adjustments to the Contract price resulting from the negotiation. Contractor's termination and related negotiation shall be subject to the Audit and Inspection section herein.

C. In the event of the failure of the parties to agree upon the amount to be paid to Contractor by reason of the termination of Services pursuant to this section, the Contracting Official shall determine, on the basis of information available to him/her, the amount, if any, due Contractor by reason of the termination and shall pay to Contractor the amount which the Contracting Official determines to be fair and reasonable.

19. Suspension of Services.

A. After operations have begun, Contractor shall not suspend Services without prior written permission of the Contracting Official. When under suspension, the Services shall be put in proper and satisfactory condition, and properly protected as directed by the Contracting Official. In all cases of suspension, the Services shall not be resumed until permitted by written order of the Contracting Official.

B. Amtrak reserves the right at any time during performance of the Services, to suspend operations thereon, or upon any part thereof, either for a specified amount of time or indefinitely, by giving Contractor five days written notice. If such rights of suspension are exercised, the Contracting Official shall grant to Contractor an extension of the period of performance equal to the time of such suspension. In the event that Services are suspended by Amtrak for more than thirty days cumulatively, the amount of compensation due Contractor may be adjusted for any increase in the cost of performance of the Services (excluding profit) necessarily caused by such suspension. However, no adjustment shall be made for any suspension to the extent that (1) performance would have been suspended by any other cause, including the fault or negligence of

Contractor; (2) the cumulative total of suspended days is thirty days or less; or (3) equitable adjustment is provided for or excluded under any other provision of the Contract.

C. No claim under this section shall be allowed unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, but no later than the date of final payment under the Contract.

20. Changes.

A. The Contracting Official may, at any time, by written change order and without notice to any sureties, direct changes within the general scope of the Contract. No other Amtrak employee or representative is authorized to do so, unless expressly authorized in writing by the Contracting Official.

B. If any such change order causes an increase or decrease in the cost of, or time required for performance of the Services, Contractor shall notify the Contracting Official in writing within twenty days of receipt of the written change order, and shall negotiate in good faith with Amtrak, as appropriate, an equitable adjustment. Any claim for adjustment is deemed to be waived if Contractor does not notify the Contracting Official of the need for such an adjustment within twenty days of receipt of the change order. The Contracting Official shall issue a modification to the Contract reflecting the terms of the equitable adjustment.

C. Failure of the parties to agree to any adjustment shall be considered a "Dispute" to be resolved in accordance with the Claims and Disputes section herein. Pending negotiation of the equitable adjustment and/or the final resolution of any related dispute, Contractor shall proceed diligently with the Services as modified by the change order.

21. Claims and Disputes.

A. "Claim" or "Dispute" is a demand or assertion by one of the parties seeking: (1) an adjustment or interpretation of Contract terms; (2) payment of money; (3) an extension of time; (4) other relief with respect to the terms of the Contract. Any Claim that Contractor may have against Amtrak arising out of the Contract must be presented in writing to the Contracting Official not later than thirty days after the first occurrence of the circumstance that gave rise to the Claim. The Claim shall contain a concise statement of the question or dispute and the relevant facts and data (including the applicable Contract provision) that support the Claim. Contractor shall furnish any additional information that Amtrak may require to enable it to evaluate and decide the Claim.

B. The Contracting Official shall issue a decision on the Claim within sixty days of receiving the Claim and all supporting data and documentation. A decision from the Contracting Official shall be a condition precedent to pursuing relief under this Section 21.

C. Any Dispute arising under the Contract that is not settled by agreement of the parties within thirty days from the issuance of the decision of the Contracting Official pursuant to Section 21(B) may be adjudicated by appropriate legal proceedings which may be brought only in the United States District Court for the District of Columbia.

D. Pending any decision, appeal, or judgment in such proceedings or the settlement of any Dispute, Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the Contracting Official.

22. **Audit and Inspection.**

A. Contractor acknowledges and agrees that Amtrak and Amtrak's Office of Inspector General (OIG) may inspect, copy and/or audit Contractor's data and records (in hard copy and/or electronic format) related in any way to the Contract, including without limitation, all data and records relating to: (1) support for any proposal, change order, or request for equitable adjustment submitted to Amtrak by Contractor; (2) Contract compliance and performance, including any work or deliverables in progress; (3) compliance with applicable provisions of Amtrak's federal grant, regulations and statutes; and (4) support for all direct and indirect costs or prices charged to Amtrak. Contractor agrees to maintain all such data and records throughout the term of the Contract and until three (3) years after final payment under the Contract, and agrees to cooperate with all audit activities.

B. In connection with audit and inspection activities, Amtrak and Amtrak OIG shall be afforded, upon request, (1) access to Contractor's facilities and to Contract work or deliverables in progress, (2) the opportunity to interview Contractor's employees concerning any matter relating to the Contract, and (3) adequate and appropriate workspace.

C. Contractor agrees to reimburse Amtrak, within sixty (60) calendar days after receipt of a written request, the full amount of any undisputed audit findings or questioned costs, unless otherwise agreed by Amtrak in the course of post-audit negotiations with Contractor.

D. Contractor shall include the provisions of this clause in every subcontract or purchase order exceeding \$100,000, as well as a provision requiring all subcontractors to include these provisions in any lower tier subcontracts or purchase orders exceeding \$100,000. Contractor shall be responsible for subcontractor or lower tier subcontractor's compliance with this clause.

E. Nothing in this Contract shall be construed to limit the rights, obligations, authority, or responsibilities of Amtrak's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

23. **Assignment.** Contractor shall not assign or delegate its responsibilities under the Contract (or assign its right to be paid amounts due hereunder) without the prior written consent of the Contracting Official. Any purported assignment without Amtrak's consent shall be void. Amtrak shall have the right to assign all or part of the Contract without obtaining consent from Contractor or its sureties.

24. **Indemnification.**

A. Contractor agrees to defend, indemnify and hold harmless Amtrak, its officers, directors, employees, agents, successors, assigns and subsidiaries (collectively "Indemnified Parties"), from and against any claims, losses, liabilities (including without limitation environmental liabilities), penalties, fines, causes of action, suits, costs and expenses incidental thereto, (including costs of defense and attorneys' fees) (collectively "Claims"), which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of breach of warranty, injury or death of any person, or damage to or loss (including loss of use) of any property, including property of the parties hereto, arising out of or in any degree directly or indirectly caused by or resulting from materials or deliverables supplied by, or from activities of, or Services performed by Contractor, Contractor's officers, employees, agents, subcontractors, or any other person acting for or with the permission of Contractor under the Contract, or as a result of Contractor's failure to perform its obligations in compliance with the Contract Documents.

B. In addition to the foregoing, Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties, irrespective of any negligence or fault on the part of the Indemnified Parties, from and against any Claims which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of injuries (including death) to any of Contractor's employees, agents or subcontractors.

C. The indemnification obligations under this section shall not be limited by the existence of any insurance policy procured or maintained by Contractor or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor and shall survive the termination of the Contract.

25. **Insurance.** Contractor shall procure and maintain, at its own cost and expense, during the entire period of performance under the Contract, the types of insurance specified herein. Contractor shall submit a certificate of insurance giving evidence of the required coverages within ten days after the Notice of Award is issued and prior to commencing Services. All insurance shall be procured from insurers which: (1) are acceptable to Amtrak and licensed to do business in the jurisdiction(s) where the Services are to be performed; and (2) have financial ratings of A VIII or better in the Best's Key Rating Guide, latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required hereunder. The certificate must reference the Contract Number. The insurance shall provide for thirty days prior written notice to be given to Amtrak in the event coverage is substantially changed, canceled, or not renewed. If the insurance provided is not in compliance with the requirements listed herein, Amtrak maintains the right to stop the Services until evidence of insurance acceptable to Amtrak is provided, and any such delay shall not extend the period of performance hereunder. Evidence of insurance shall be submitted to the individual at the address set forth in the Contract.

A. **Workers' Compensation Insurance.** A policy complying with the requirements of the statutes of the jurisdiction(s) in which the Services will be performed, covering all employees of Contractor. Employer's liability coverage with limits of liability of not less than one million dollars each accident or illness shall be included.

B. **Commercial General Liability Insurance.** A policy issued to and covering liability imposed upon Contractor arising out of the Services to be performed and all obligations assumed by Contractor under the terms of the Contract. Products/completed operations liability, independent contractors liability, contractual liability, personal injury liability and advertising liability coverages are to be included, and all Railroad, Explosion/Collapse/Underground (X-C-U) exclusions are to be deleted. National Railroad Passenger Corporation is to be named as an additional insured with respect to operations to be performed, and the policy shall contain a waiver of subrogation against National Railroad Passenger Corporation, its employees and agents. Coverage under this policy shall have a combined single limit of liability of not less than two million dollars per occurrence.

C. **Automobile Liability Insurance.** A policy issued to and covering the liability of Contractor arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's commercial general liability insurance. The policy shall name National Railroad Passenger Corporation as an additional insured with respect to operations to be performed in connection with the terms of the Contract, and shall contain a waiver of subrogation against National Railroad Passenger Corporation, its

26. Work on Amtrak Premises. If Contractor performs any portion of the Services on Amtrak premises, Contractor shall take all necessary precautions to prevent any injury to persons or damage to property. Contractor shall cooperate fully with Amtrak and other contractors on the premises and shall not commit or permit any act that will interfere with Amtrak's operations or with any other contractors' operations. Contractor hereby agrees to comply fully with any safety requirements (including the requirement to attend safety classes and participate in safety training) imposed by Amtrak.

27. Subcontracting.

A. Nothing contained herein or in any agreement between Contractor and a subcontractor shall create (1) any contractual relationship between Amtrak and any subcontractor, or (2) any third-party beneficiary rights in any subcontractor. Contractor shall at all times be responsible for the work and conduct of its subcontractors and shall ensure that they comply with all applicable terms and conditions of the Contract.

B. Contractor agrees to award subcontracts competitively to the maximum extent practicable. Subcontracting any portion of the Contract requires advance written approval from the Contracting Official. Substitution of subcontractors from those listed in Contractor's proposal or initially awarded subcontract work requires advance written approval from the Contracting Official.

28. Disadvantaged Business Enterprise Participation. *(Applicable to contracts of \$10,000 or more)*

A. For purposes of this Section, a disadvantaged business enterprise (DBE) is a small business concern owned and controlled by "socially and economically disadvantaged individuals" (as that phrase is defined in 49 CFR Part 26).

B. The term "DBE" shall mean a small business concern that is at least fifty-one percent owned by one or more socially and economically disadvantaged individuals (including women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and other groups of individuals specified in 49 CFR Part 26) and whose management and daily business operations are controlled by one or more of such individuals.

C. Amtrak has a corporate goal of awarding to DBEs at least five percent of the total dollars it spends on goods and services each year.

D. *(Applicable to contracts between \$10,000 and \$999,999)* In an effort to assist Amtrak in meeting its corporate goal, Contractor agrees to use its best efforts to include the participation of DBEs in the performance of this Contract. If Contractor utilizes any DBE subcontractors in the performance of this Contract, then Contractor shall disclose such information to Amtrak by completing NRPC 1483 (Amtrak Disadvantaged Business Enterprise Utilization Report for Vendors) and returning it to Amtrak on a quarterly basis.

E. *(Applicable to contracts of \$1,000,000 or more)* Amtrak has established a goal for Contractor's utilization of DBE subcontractors in the performance of this Contract. That goal is set forth in the Subcontracting Plan which is included herewith. Contractor shall implement a plan for the utilization of DBE subcontractors and shall provide Amtrak with information concerning such plan by completing the enclosed Subcontracting Plan and returning it to Amtrak with its bid/proposal. In addition, Contractor shall complete NRPC 1483 (Amtrak Disadvantaged Business Enterprise Utilization Report for Vendors) and return it to Amtrak on a quarterly basis.

F. Notwithstanding subparts D and E above, nothing herein requires Contractor to subcontract any portion of the Services. However, if Contractor does subcontract any portion of the Services, it shall do so in accordance with subparts D and E above.

29. **Fair Employment Practices/Equal Opportunity.**

A. Contractor agrees to abide by Amtrak's policy and practice to ensure that all business organizations receive fair and equal consideration and treatment without regard to race, color, religion, sex, disability, veteran status or national origin of the owners or principals of the business organization. In addition, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, veteran status or national origin and that it will comply in all respects with the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*

B. Contractor will take affirmative action to ensure that applicants and employees are treated fairly without regard to their race, color, religion, sex, disability, veteran status or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination section.

C. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contract may be canceled, terminated, or suspended in whole or in part based on Contractor's failure to comply with this section.

E. Contractor will include the provisions of subparts A through D hereof in subcontracts involving Services to be performed or supplies to be furnished under the Contract, unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor.

30. **Environmental Compliance.**

A. Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and orders concerning the environment and/or waste disposal.

B. Contractor shall dispose of any wastes, including hazardous wastes, generated by Contractor, its subcontractors or agents (either accidentally or purposefully) in connection with its performance of the Contract in accordance with applicable federal, state, and local laws, regulations, ordinances, and orders, at its sole expense, using its own EPA generator number. In no event shall Amtrak be identified as the generator of any such wastes. Amtrak reserves the right to require Contractor to provide to Amtrak a copy of the results of any tests conducted by or for Contractor on any such wastes and, at Amtrak's expense, to perform additional tests or examinations of any such wastes prior to disposal.

C. Contractor shall include, and enforce, this Environmental Compliance section in all subcontracts or lower tier purchasing agreements.

31. **Rights and Remedies.** Each of Amtrak's rights and remedies hereunder shall be cumulative, in addition to, and not a limitation of, any rights and/or remedies provided at law, in

equity, or otherwise. Amtrak's failure to exercise any of its rights under the Contract shall not constitute a waiver of any past, present, or future right or remedy. No action or failure to act by Amtrak shall constitute approval of, a waiver of, or acquiescence to, a breach by Contractor unless specifically agreed in writing. Waiver by Amtrak of any breach by Contractor shall not constitute a waiver of any other breach of the same or any other provision of the Contract. Acceptance of any items or services, or payment therefor, shall not operate as a waiver of any breach.

32. Severability. If any provision of the Contract is determined to be invalid, illegal or unenforceable in any respect, such determination shall not affect any other provision hereof.

33. Survival of Rights and Obligations. All rights and obligations, including without limitation, those pertaining to: Confidentiality; Intellectual Property Rights; Laws, Regulations and Permits; Warranty; Additional Warranties; Environmental Compliance; Audit and Inspection; and/or Indemnification, which by their nature continue beyond expiration or termination of the Contract shall survive until each such right and/or obligation expires or terminates with its respective term.

34. Bonds. Not Applicable.

35. Amtrak Property. Title to all property provided by Amtrak to Contractor for its use in performance of its obligations hereunder shall remain with Amtrak. Contractor shall properly maintain such property and shall be responsible for all loss or damage thereto. Contractor shall properly mark and segregate any such property from its own. Amtrak shall have the right to inspect such property at any time. All Amtrak property shall be returned promptly to Amtrak upon termination of the Contract or as otherwise directed by Amtrak.

36. Contracting Official's Technical Representative. The Contracting Official may designate an Amtrak representative to act as the Contracting Official's Technical Representative ("COTR") for one or more contract administration functions not involving a change in scope, price, terms or conditions of the Contract. Such designation will be in writing and will contain specific instructions as to the extent to which the COTR may take action on behalf of the Contracting Official. Such designation will not contain authority to sign contractual documents, nor will it authorize the COTR to order Contract changes, modify Contract terms, or create any liability on the part of Amtrak different from that set forth in the Contract.

37. Headings. The headings contained herein are inserted for convenience of reference only and in no way define, limit or extend the scope or intent of the Contract or any provision hereof.

38. Order of Precedence.

A. In the event of an inconsistency among the various Contract Documents, the inconsistency will be resolved by giving precedence in the following order: (1) the Contract; (2) the Pricing Schedule; (3) the Supplementary General Provisions for Non-construction Contracts; (4) these General Provisions; (5) plans, specifications, statements of work, (6) other documents incorporated herein or attached hereto; and (7) the technical proposal, if it is incorporated herein.

B. It is Contractor's responsibility to study the Contract Documents and to report at once in writing to the Contracting Official any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any of the provisions of the Contract Documents. Any work performed by Contractor prior to receiving a written response from Amtrak with respect to any alleged error, inconsistency, discrepancy, omission or conflict shall be at Contractor's own risk and expense.

39. **Labor Disputes.** Whenever an actual or potential labor dispute threatens to delay the timely performance of the Contract, Contractor shall notify Amtrak immediately and furnish all relevant information. Contractor shall include the substance of this provision in all subcontracts hereunder.

40. **Entire Agreement.** The Contract, including all documents incorporated therein by reference, constitutes the entire agreement of the parties. Except as provided under the Changes section herein, neither oral statements nor other writings may be used to supplement, modify, or otherwise affect the provisions of the Contract. Contractor acknowledges that it has not been induced to enter into the Contract by any representations or promises not specifically stated in the Contract. Unless otherwise specified herein, all previous or contemporaneous proposals, promises, representations, documents, agreements, or understandings, whether written or oral, relating to the subject matter of the Contract are hereby declared to be null and void and are superseded by the terms of the Contract. The terms and conditions of the Contract supersede any and all terms and conditions submitted by Contractor prior to, concurrently with, or pursuant to the Contract. No other terms and conditions, or changes or modifications to the Contract shall be binding upon Amtrak unless agreed to in writing in accordance with the Changes section hereof.

41. **Credit Card Information.**

A. If in performance of this Contract, Contractor will store, process, transmit, or have access to payment account data belonging to Amtrak or entrusted to Amtrak by its business partners, customers, vendors, contractors or employees, Contractor shall i) comply with the Payment Card Industry's Data Security Standard ("PCI-DSS"), as set forth at <https://www.pcisecuritystandards.org/> and as may be updated from time to time by the PCI Security Standards Council, and ii) within thirty (30) days of each anniversary of this Contract, certify in writing (to Amtrak's Contracting Official) Contractor's compliance with PCI-DSS in all aspects of Contractor's performance of this Contract or, alternatively, the basis for Contractor's exemption from PCI-DSS compliance.

B. If any software, supplies, goods, or equipment (collectively "Goods") provided by Contractor pursuant to this Contract will store, process, transmit, or otherwise have access to credit card account numbers received from Amtrak or Amtrak's customers, such Goods shall comply with the Payment Card Industry's Payment Application - Data Security Standard ("PA-DSS"), as set forth at <https://www.pcisecuritystandards.org/> and as may be updated from time to time by the PCI Security Standards Council.

C. Contractor acknowledges that it is responsible for compliance with PCI-DSS and PA-DSS, as applicable to Contractor's performance of this Contract.

42. Security Requirements.

A. Contractor hereby agrees to comply fully with any security requirements imposed by Amtrak. The specific requirements may include: conducting of background investigations on Contractor personnel who meet certain criteria; participation in security training; wearing of appropriate identification; and barring from Amtrak property of Contractor personnel for specific reasons, including but not limited to, personnel who have been convicted or found not guilty by reason of insanity of certain disqualifying criminal offenses.

B. Contractor shall comply with the applicable provisions of Amtrak Policy 7.39.0 (Contractor Background Check), a copy of which is incorporated herein by reference. As set forth in the policy, individuals who perform certain work for Amtrak on behalf of Contractor must have background checks conducted within 30 days of his or her commencing work on behalf of Amtrak. Contractor shall ensure that such background checks are conducted and shall comply with all other provisions of such policy..

NATIONAL RAILROAD PASSENGER CORPORATION SUPPLEMENTARY GENERAL PROVISIONS FOR NONCONSTRUCTION CONTRACTS

Contractor shall comply with and insert the following provisions in all subcontracts issued pursuant to this Contract:

1. **Equal Employment Opportunity.** Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Patent Rights; Rights to Inventions.**
 - (a) If any invention, improvement, or discovery of Contractor or any of its subcontractors is conceived or first actually reduced to practice employing financial assistance provided to the Contractor under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Contractor agrees to notify Amtrak immediately and provide a detailed report. The rights and responsibilities of Amtrak, Contractor and the Federal Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.
 - (b) If the Contract involves the performance of experimental, developmental, or research work, the rights of the Federal Government and Amtrak shall be in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Railroad Administration (FRA).
3. **Byrd Anti-Lobbying Amendment.** Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying", a copy of which is attached hereto. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Amtrak.
4. **Debarment and Suspension.** No contract shall be entered into with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension" and 49 CFR part 29. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractor will comply with U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)." If this Contract equals or exceeds the small purchase (simplified acquisition) threshold of \$100,000, Contractor shall execute the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" attached hereto.
5. **Buy American.** Contractor shall comply with the Buy American Act (41 U.S.C. 10a-d), and the implementing regulations set forth at 48 CFR part 25, except for acquisitions in excess of one million dollars (\$1,000,000), in which case Contractor shall comply with Amtrak's domestic buying requirements found at 49 U.S.C. 24305(f).
6. **Cargo Preference--Use of United States-Flag Vessels.** As required by U.S. DOT, Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels," 46 CFR part 381, if equipment, materials or commodities may be transported by ocean vessel in carrying out the activities funded under this Contract, Contractor agrees:
 - (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates.
 - (b) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "On-Board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to Amtrak (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, DC 20590, marked with appropriate identification.
7. **Drug-Free Work Place.** Contractor agrees to comply with U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Grants)", 49 CFR part 29 for procurements that are expected to equal or exceed the small purchase (simplified acquisition) threshold of \$100,000.

8. **Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.** Contractor is encouraged to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined in 49 CFR part 26) in carrying out activities funded under this Contract.

9. **Record Retention – Submission of Proceedings, Contracts and Other Documents.** During the course of its activities under this Contract and for three years thereafter, Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to its performance under this contract as FRA may require. Reporting and record-keeping requirements are set forth in 49 CFR part 19.

10. **Audit and Inspection; Inspection by Federal Officials.** Contractor agrees to permit Amtrak, the Secretary of Transportation and Comptroller General of the United States, or their authorized representatives, to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts of Contractor and its subcontractors pertaining to Contractor's activities under this Contract. Contractor will take appropriate steps to ensure that the aforementioned materials are available for inspection in order to ensure compliance with this section.

11. **Environmental Protection.** *This section applies if the Contract exceeds \$100,000.* Contractor will conduct work under this Contract, and will require that work that is conducted as a result of this Contract be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., and all regulations issued thereunder. Contractor certifies that no facilities that will be used to perform work under this Contract are listed on the List of Violating Facilities maintained by the Environmental Protection Agency (EPA). Contractor will notify Amtrak as soon as it or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Contract is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonable have been aware. Also, where applicable, Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

12. **Remedies for Breach.** All subcontracts in excess of the small purchase threshold (currently \$100,000), shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a subcontractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

13. **Contract Termination Provisions.** All subcontracts in excess of the small purchase threshold (currently \$100,000), shall contain suitable provisions for termination by Contractor, including the manner by which termination shall be effected and the basis for settlement. In addition, such subcontracts shall describe conditions under which it may be terminated for default as well as conditions where it may be terminated because of circumstances beyond the control of Contractor.

14. **Allowable Costs.** Contractor's expenditures will be reimbursed only if they conform with Federal guidelines or regulations and Federal cost principles as set forth in Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations", which are incorporated herein by reference. If any costs are disallowed, as determined by an audit by Amtrak or the Federal Government, Contractor agrees to reimburse Amtrak for such disallowed costs within sixty (60) days of advice to Contractor of the determination of disallowance.

CERTIFICATION REGARDING LOBBYING


The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Booz Allen Hamilton Inc.
Name of Company

04/27/2011
Date


By

Sr. Vice President
Title

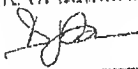
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The offeror/prospective contractor certifies, by submission of this offer or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the offeror/prospective contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this offer or proposal.

Offeror/Contractor:

Booz Allen Hamilton Inc.
Name of Firm

Signature of authorized representative:



Title: Sr. Vice President

Date: 04/27/2011

*Instructions for this Certification may be found at 49 CFR part 29, App. B.

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

REPRESENTATIONS AND CERTIFICATIONS

As a part of its Bid/Offer, Bidder/Offeror provides the following information:

1. Bidder/Offeror Information

- A. Legal Name of Bidder/Offeror: Booz Allen Hamilton Inc.
- B. Employer Identification Number of Bidder/Offeror: 36-2513626
- C. Bidder/Offeror operates as a (check as applicable): Individual _____, Partnership _____, Joint Venture _____, Corporation X or Limited Liability Company _____. If Bidder/Offeror operates as a Joint Venture, a copy of the executed Joint Venture Agreement must accompany this form.
- D. Bidder/Offeror is organized under the laws of: Delaware

2. Parent Company Information

- A. Bidder/Offeror is X is not _____ owned or controlled by a parent company. For purposes herein, a parent company is one which (i) owns more than 50% of the voting rights in the Bidder/Offeror, or (ii) is able to formulate, determine, or veto basic business policy decisions of Bidder/Offeror through the use of various means, including, minority voting rights, proxy voting, or contractual arrangements.
- B. Parent Company Name (if applicable): Booz Allen Hamilton Holding Corporation
- C. Employer Identification Number of Parent Company (if applicable): 23-2634114

3. Small Business; Socially and Economically Disadvantaged Individuals

- A. Bidder/Offeror is _____ is not X a small business concern as defined by the United States Small Business Administration.
- B. Bidder/Offeror is _____ is not X owned and controlled by "socially and economically disadvantaged individuals" as that term is defined in 49 C.F.R. Part 26.

4. Worker Safety Record

In the past three years, Bidder/Offeror has _____ has not X admitted or been found to have committed, any willful or repeat violations of Federal or State worker safety laws, rules or regulations. Provide the specifics with respect to any such violations on an attached sheet of paper.

Bidder/Offeror agrees that, if it provides false or incomplete information herein, Amtrak has the right to reject its Bid/Offer and/or to terminate any resulting contract without liability.

I hereby certify that the information provided herein is true and complete.

Booz Allen Hamilton Inc.
BIDDER/OFFEROR

By: [Signature]
Title: Sr. Vice President

Date: 04/27/2011
IFB/RFP NO. X026 1083

10/14/10

**Police and Security Program
Project Management Support**

Statement of Work

March 24, 2011

Scope

Amtrak is seeking qualified vendors and consultants to provide Program\Project Management Support for its Transportation Security Grant Program (TSGP) projects. Specifically, consultant will be responsible for taking "ownership" and management of the day-to-day activities associated with each program/project. Consultants will be responsible for interfacing with Amtrak management and insuring that their activities seamlessly integrate with those performed by existing Amtrak personnel (employees and other contractors). In addition, Program\Project Management support may be tasked with overseeing other project managers across specific program portfolios.

Specific Requirements

Offeror's response must demonstrate their ability to meet the Specific Requirements as stated below:

1. Must show familiarity with and demonstrate having the ability to manage the APD-CSD current set of projects that are part of the following programs, but are not limited to:
 - Planning and Assessment (Risk, Vulnerability, Gap Analysis, etc.)
 - Infrastructure Protection (station hardening, design/build projects, access control, etc.)
 - Training and Public Awareness (Security Training for employees, See Something/Say Something, etc.)
 - Communications Interoperability and Situational Awareness (technology integration, CCTV solutions, video analytics, etc)
 - Exercises (Recovery and Resilience, etc.)
2. Support and mentoring of project managers managing security initiatives.
3. Adhere to PMI Standards and project management best practices and Amtrak application of those best practices.
4. Have previous experience managing security projects for Amtrak
5. Utilize accepted project management tools and techniques
6. Perform audit and quality oversight of project deliverables and reporting on progress and quality of the deliverables.
7. Adhere to APMO policies, process standards, budgets and document templates and tool usage.
8. Coordinate with various groups within and outside of the APD-CSD department, including business key stakeholders.
9. Ensure infrastructure protection and technology related projects are engineered according to APD-CSD strategies and standards, as well as network standards, IT Operations, State Historical Preservation Office, and Department of Homeland Security, State, and Local jurisdictions, etc.

10. Document and manage contracts, licenses, project issues, risks and changes utilizing best practices.
11. Maintain asset inventories of assigned projects.
12. Adhere to internal Amtrak financial and APD processes, procedures document development and submissions in accordance with specific timelines and guidance.

Deliverables

As part of meeting the requirements as set forth in the Specific Requirements, the following Deliverables are expected.

Program/Project Management Support:

- 1) Develop artifacts and presentations
- 2) Coordinate meeting with stakeholders
- 3) Creation or enhancement of new or existing APMO processes, procedures, templates and training material.
- 4) Perform and document required project site visits to locations designated for risk remediation.
- 5) Obtain necessary information, populate, review and publish required reports including weekly and monthly PM status reports, project status reports, periodic Intercity Passenger Rail/Transit Security Grant Program (TSGP) reports, and APMO tracking reports monthly.
- 6) Monitor the status of all requests and ensure they are addressed in a timely manner.
- 7.) Develop and utilize specific project artifacts utilizing APD-CSD Project Management templates and processes for security projects, if applicable, including
 1. Project Charter.
 2. Project Management Plan.
 3. Engineering Drawings and Cost
 4. Conceptual Design
 5. Business Requirements document.
 6. Functional or Technical Requirements Document.
 7. Solution Architecture document.
 8. Test Plan.
 9. Project Change Request
 10. Issue and change log
 11. Risk log and mitigation strategies
 12. Lessons Learned document
 13. Artifacts and presentations
 14. Detailed schedules, financial, budget and progress reports

Competencies (Knowledge, Skills and Attributes)

1. Experience in managing public safety, national security, counter-terrorism and/or critical infrastructure protection projects
 2. Demonstrated ability to provide strategic technology integration of communication and situational awareness solutions
 3. Ability to create and maintain relationships with internal/external contacts
 4. Ability to plan, organize and follow up
 5. Effective time management of multiple tasks
 6. Maintain a current awareness of ethical and regulatory requirements
 7. Report writing skills
 8. Effective verbal and written communication in individual and group settings
 9. Problem solving skills
 10. Excellent attention to detail
 11. Ability to work in a team environment and/or independently
 12. Ability to tap into a pool of resources for short periods of time if project dictates
 13. Negotiation skills
 14. Presentation skills
 15. Computer literacy
 16. Ability to travel when required
- Energetic, enthusiastic and pleasant personality

Additional Requirements

Personnel are expected to work professional days with a minimum of 8.5 hours per day and within core hours of 9:00 A.M. to 3:00 P.M.

In addition Project Managers may be expected to be available 24/7 during critical points of the assigned projects. Pagers or cell phones will be provided as Amtrak equipment.

Location

Primarily at Amtrak's Washington DC headquarters located at 900 Second Street NE, or within walking distance of Union Station, DC with some travel for Project/Program Managers to other Amtrak Stations and departments including but not limited to: Engineering, Transportation, Mechanical and Material Management Offices in 4001 Vanderveer Avenue, Wilmington, DE 19892 or within walking distance, and 30th Street Station, Philadelphia, PA 19104. Secondary locations may include but are not limited to Seattle, Washington, Chicago, Illinois, and Los Angeles, California.

In some cases Vendor maybe required to provide their own offsite office space/workspace.

If travel is required, Amtrak's Reimbursable Travel Expenses Schedule will apply. For travel within the Northeast Corridor ("NEC"), Amtrak Travel Vouchers for train travel will be issued. Amtrak Travel Vouchers are to be used for company business only and not for commuting and personal use.

Travel expenses associated with travel outside of Amtrak's Northeast Corridor NEC must be pre-approved by Amtrak.

Performance

Tasks are to be performed on an "as needed" basis. The agreement may comprise multiple work engagements for short term (approximately 6 - 8 months) or long term (approximately 12 - 36 months) durations. A separate Statement of Work ("SOW") will be created for each engagement as required.

Please remove my name from the approval flow. You can add me as a watcher but I have no PR approval authority.

SUBJECT	CLASSIFICATION	DATE APPROVED	P/I NUMBER
Contractor Background Check	Human Resources	September 14, 2009	7.39.0

1.0 RESPONSIBILITY

The Vice President for Human Resources is responsible for the interpretation and administration of this Policy. Any exceptions to this Policy must be approved by the Vice President for Human Resources (or his/her designee).

2.0 PURPOSE AND SCOPE

- 2.1 The purpose of this Policy is to increase security through the implementation of certain standards and procedures for conducting Background Checks of "Covered Individuals" who perform work for Amtrak on behalf of an Amtrak "Contractor."
- 2.2 For purposes of this Policy, the term "Contractor" refers to any business entity that provides or seeks to provide goods or services to Amtrak (including subcontractors).
- 2.3 For purposes of this Policy, the term "Covered Individuals" refers to all individuals who perform work for Amtrak on behalf of a Contractor (e.g., subcontractors and employees of Contractors) and whose work for Amtrak is expected to entail either:
 - 2.3.1 having unsupervised physical access to facilities owned or operated by Amtrak (e.g., individuals who receive an Amtrak identification badge and/or security key card);
 - 2.3.2 having unsupervised access to Amtrak infrastructure, including but not limited to administrative rights access to Amtrak IT infrastructure and systems; or
 - 2.3.3 having access to any of the following types of Amtrak information:
 - Protected Critical Infrastructure Information (PCII) and Sensitive Security Information (SSI);
 - Vulnerability assessments;
 - Security risk assessments;
 - Threat assessments;
 - Corporate Security Plan information;
 - Tactical and operational plans prepared by or for the Mobile Team and its partners, including but not limited to deployment schedules and baggage screening schedules;
 - Security Procedures and Alert Plans prepared by or for Amtrak;
 - Deployment Schedules and Resource Loading regarding Mobile Team operations;
 - Security Capital Plan documents;
 - Information regarding security remediation plans, solutions and priorities;
 - Control Systems and related technical information, including but not limited to SCADA infrastructure;
 - Emergency and/or disaster recovery plans;

APPROVED	REVISION NO.	SUPERSEDES	PAGE
Joseph H. Boardman President and Chief Executive Officer	New	New	1 of 7

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- Business continuity and recovery plans;
- Emergency response procedures; or
- Credit card information, including but not limited to PCI data.

- 2.4 Section 2.3 of this Policy does not apply to a person who only meets the definition of "Covered Individual" because he or she has access to the information listed in Section 2.3.3 in connection with anticipated or actual litigation, or responding to a subpoena or other legal process.
- 2.5 The term "Background Check" refers to the following procedures: (a) reviewing relevant criminal history databases; (b) Social Security number verification; and (c) reviewing relevant databases to determine the status of an alien under the immigration laws of the United States. In appropriate, job-related circumstances, a Background Check may also include a review of relevant credit history databases.
- 2.6 A person deemed to be a "Disqualified Individual" under this Policy shall not be provided unsupervised access to facilities or infrastructure owned or operated by Amtrak and shall not be provided access to any of the types of Amtrak information described in Section 2.3.3.
- 2.7 Nothing in this Policy should be interpreted as creating any employment relationships or altering the status of any person's relationship with Amtrak. Amtrak retains its right to terminate contractual agreements for any reason consistent with the law and/or the terms of the contract.
- 2.8 This Policy is not retroactive. The Background Check procedures and requirements of this Policy shall be applied on a prospective basis to contracts entered into or renewed after the effective date of this Policy.

3.0 TIMING AND FREQUENCY OF BACKGROUND CHECKS

- 3.1 A Background Check shall be conducted of each and every Covered Individual within 30 days of his or her commencing work on behalf of Amtrak.
- 3.2 The Vice President for Human Resources (or his/her designee) shall have authority to require periodic reinvestigations in the form of repeat Background Checks in circumstances where there is a security- or safety-related reason to do so.

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4.0 DISQUALIFYING CRIMINAL HISTORY

- 4.1 A Covered Individual shall be deemed a Disqualified Individual if the results of the Background Check show that the Covered Individual:
- (a) has been convicted of, has been found not guilty by reason of insanity, or is under warrant, warrant, or indictment for a permanently disqualifying criminal offense listed in Appendix A to this Policy;
 - (b) was convicted of or found not guilty by reason of insanity of an interim disqualifying criminal offense listed in Appendix B to this Policy within 7 years of the date on which the criminal background check is conducted; or
 - (c) was incarcerated as a result of a conviction or a finding of not guilty by reason of insanity for an interim disqualifying criminal offense listed in Appendix B to this Policy and released from incarceration within 5 years of the date on which the criminal background check is conducted.
- 4.2 A plea of guilty or *nolo contendere* is the same as a conviction for purposes of this Policy.
- 4.3 Notwithstanding the disqualification criteria set forth in Section 4.1 above, nothing in this Policy should be interpreted as limiting or precluding disqualification determinations, consistent with applicable laws, based on other factors or information, including but not limited to other criminal or credit history information, where such information is material to the individual's existing or prospective work functions involving Amtrak. Similarly, nothing in this Policy shall be interpreted to restrict or broaden the ability of Amtrak or its Contractors to conduct more in depth background investigations, consistent with applicable laws, of Covered Individuals who perform security sensitive duties or to make disqualification decisions based on the results of such additional background investigations.

5.0 REDRESS PROCEDURES FOR DISQUALIFIED INDIVIDUALS

- 5.1 Contractors shall provide Disqualified Individuals written notice of the reason(s) for their disqualification and of their right to appeal or request a waiver of the disqualification determination.
- 5.2 An appeal of a disqualification determination may be submitted to the Contractor based on either of the following grounds and must be granted if the Disqualified Individual either: (1) provides certified court records establishing that the reported results of the Background Check were substantively false with respect to each disqualifying event on which the initial disqualification determination was based; or (2) establishes that the disqualifying event(s) on which the initial disqualification determination was based do(es) not relate to the Disqualified Individual (*i.e.*, a case of mistaken identity).

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5.3 A request for a waiver of a disqualification determination may be submitted to the Contractor based on the five factors listed below. To grant the waiver, the Contractor must consider the following factors and determine, based on substantial evidence provided or identified by the Disqualified Individual, that he/she does not pose a risk to the safety, security or operations of Amtrak or its employees, customers, passengers or business partners:

- (a) The facts and circumstances of the disqualifying event(s);
- (b) Restitution made with respect to the disqualifying event(s);
- (c) Letters of reference from employers or probation/parole officers;
- (d) Other evidence that bears on a person's good character, including prior job performance and disciplinary history; and
- (e) Other factors indicating the person does not pose a risk to the safety, security or operations of Amtrak or its employees, customers, passengers or business partners.

6.0 CONTRACTOR RESPONSIBILITIES (in addition to those stated elsewhere in Policy)

- 6.1 Contractors shall use an Amtrak-approved vendor to conduct Background Checks.
- 6.2 Contractors shall obtain from their employees and other workers who are Covered Individuals as defined in this Policy individual releases which authorize periodic Background Checks as described in this Policy.
- 6.3 Contractors shall ensure that results are obtained and communicated in compliance with this Policy and all applicable federal and state laws, including but not limited to the Fair Credit Reporting Act.
- 6.4 Contractors shall ensure that Background Checks are conducted for each of their employees and other workers who are Covered Individuals as defined in this Policy within 30 days of commencing work for Amtrak.
- 6.5 Contractors shall make disqualification decisions, including decisions on appeals and requests for waivers, in compliance with this Policy and applicable law.
- 6.6 Contractors shall require their employees and other workers who are Covered Individuals under this Policy to report any criminal conviction to the Contractor within 24 hours after the conviction.
- 6.7 Contractors shall maintain background investigation reports in accordance with a record retention schedule acceptable to Amtrak, treating the reports as confidential and law enforcement sensitive material with dissemination only to the extent permitted by law.
- 6.8 Contractors shall cooperate with audits and comply with reasonable requests for information to ensure compliance with this Policy.

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7.0 DEPARTMENTAL RESPONSIBILITIES

7.1 The Human Resources Department:

- (a) Shall be responsible for the Interpretation and administration of this Policy.
- (b) Shall determine, in consultation with the affected Amtrak department, whether Background Checks for a particular Contractor's workers should, given the nature of the work to be performed, include a credit history check and/or periodic repeat Background Checks.
- (c) The Vice President for Human Resources (or his/her designee) shall have authority to exempt Contractors from the requirements of this Policy, or to modify the requirements of this Policy, as may be appropriate on a case-by-case basis, including but not limited to circumstances in which a Contractor certifies that it conducts background checks and makes disqualification determinations regarding its workers in a manner that is materially similar to the requirements of this Policy, and that all employees of the Contractor and other workers who are Covered Individuals as defined in this Policy to be utilized in the Amtrak engagement are in compliance with such Contractor's background check policy.
- (d) Exemptions and/or modifications must be made in consultation with the Vice President for Police & Security and the Chief Logistics Officer (or the Vice President for the affected Amtrak department if the department is negotiating the contract outside the Procurement process), or their respective designees. If the request for an exemption or modification relates to a contract that will involve the use, disclosure, handling or processing of credit card information, then the Chief Financial Officer (or his/her designee) shall also be consulted.

7.2 The Police & Security Department:

- (a) Shall retain or identify a vendor(s) with suitable experience and resources for the purpose of conducting Background Checks on behalf of Amtrak and its Contractors (hereinafter referred to as the "Vendor").
- (b) Shall ensure that the Vendor establishes procedures to: (1) conduct Background Checks of Covered Individuals; (2) communicate results of Background Checks to Contractors in a manner that facilitates prompt and accurate decision-making by Contractors; (3) ensure that Background Checks are conducted, and results communicated, in a manner that complies with the Fair Credit Reporting Act and other applicable laws; and (4) maintain background investigation reports in accordance with a record retention schedule acceptable to Amtrak, treating the reports as confidential and law enforcement sensitive material with dissemination only to the extent permitted by law;
- (c) Shall conduct random compliance audits of Contractors to ensure that Amtrak's Contractors are complying with this Policy.

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7.2 The Procurement Department (or the affected Amtrak department):

- (a) For contracts negotiated by the Procurement Department, the Procurement Department shall be responsible for the requirements set forth in this section and shall not act as a proxy and representative for the affected Amtrak department on whose behalf Procurement is negotiating the contract. For contracts being negotiated directly by an Amtrak department outside the Procurement process, that department shall be responsible for the requirements set forth in this section.
- (b) Shall, during the solicitation process, provide prospective Amtrak Contractors a copy of this Policy and advise them of their obligations to comply with this Policy.
- (c) Shall ensure that appropriate contractual provisions reflecting the requirements of this Policy are incorporated into agreements between Amtrak and its Contractors.
- (d) If in the judgment of the Procurement Department (or the affected Amtrak department) it is impractical, inadvisable or unnecessary to require a particular Contractor to adhere to the Background Check requirements described in this Policy, the Procurement Department (or the affected Amtrak department) may request that the Vice President for Human Resources exempt a Contractor from the requirements of this Policy or modify the requirements of this Policy as applied to a particular Contractor pursuant to subsections 7.1(c) & (d).

APPENDIX A: PERMANENTLY DISQUALIFYING FELONIES

- Espionage, or conspiracy or attempt to commit espionage
- Sedition, or conspiracy or attempt to commit sedition
- Treason, or conspiracy or attempt to commit treason
- Terrorism as defined by federal or state law, or conspiracy or attempt to commit terrorism
- A crime involving a transportation security incident, or conspiracy or attempt to commit such a crime, if the incident results in a significant loss of life, environmental damage, transportation system disruption, or economic disruption in a particular area. The term "economic disruption" does not include a work stoppage or other employee-related action not related to terrorism and resulting from an employer-employee dispute.
- A crime involving transportation of a hazardous material
- Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device, or conspiracy or attempt to commit such a crime
- Murder, or conspiracy or attempt to commit murder
- Making any threat, or maliciously conveying false information knowing the same to be false, concerning the delivery, placement, or detonation of an explosive or other lethal device in or against a place of public use, a state or government facility, a public transportation system, or an infrastructure facility, or conspiracy or attempt to commit such a crime
- Violations of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), or a comparable state law, or conspiracy or attempt to commit such a crime, where one of the predicate acts found by a jury or admitted by the defendant consists of one of the permanently disqualifying crimes listed in this Appendix A.

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APPENDIX B: INTERIM DISQUALIFYING FELONIES

Reminder: The following crimes are disqualifying if the Covered Individual either: (1) was convicted of or found not guilty by reason of insanity of an interim disqualifying criminal offense within 7 years of the date on which the criminal background check is conducted; or (2) was incarcerated as a result of a conviction or a finding of not guilty by reason of insanity for an interim disqualifying criminal offense and released from incarceration within 5 years of the date on which the criminal Background Check is conducted.

- Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon
- Extortion
- A crime involving dishonesty, fraud, or misrepresentation, including identity fraud and money laundering where the money laundering is related to a crime described in Appendix A or B. Welfare fraud and passing bad checks do not constitute dishonesty, fraud, or misrepresentation for purposes of this paragraph.
- Bribery
- Smuggling
- Immigration violations
- Distribution of, possession with intent to distribute, or importation of a controlled substance
- Arson
- Kidnapping or hostage taking
- Rape or aggravated sexual abuse
- Assault with intent to kill
- Robbery
- Fraudulent entry into a seaport
- Violations of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), or a comparable state law, other than permanently disqualifying RICO crimes described in Appendix A
- Conspiracy or attempt to commit any of the crimes described in this Appendix B

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Reimbursable Travel Expenses Schedule

Contractor will be reimbursed for reasonable and necessary expenses associated with business travel, as provided for herein. Contractor is required to exercise prudent judgment when making travel arrangements and/or incurring associated reimbursable expenses, to ensure that these expenses are incurred only when essential to performance under the contract and only after all other alternatives (i.e., teleconferencing, video conferencing) have been considered and deemed inefficient, impracticable, or impossible.

When travel is required of Contractor, Amtrak will reimburse Contractor for reasonable and necessary business expenses for transportation, hotels, and meals, subject to the following limitations:

- Transportation – Travel by rail is the preferred mode of transportation; however, the most cost effective mode should be selected, using the most expeditious and economical routing. Air travel between the following points is not permitted, except in the case of hardship and/or emergency, after receiving prior written approval from the Contracting Official:
 - i. Washington, DC and New York City and any points in between;
 - ii. New York City and Boston;
 - iii. Los Angeles and San Diego;
 - iv. San Francisco/Oakland and Sacramento; or
 - v. Portland and Seattle.

Personal automobile mileage expenses include gasoline, insurance, repairs, and all associated operating costs and will be reimbursed at a rate of \$.55½ per mile; however, reimbursement is not authorized for a personal vehicle, where rail or public transportation options are available. Where personal vehicle use is necessary, only the owner/operator is eligible for reimbursement for use of the personal vehicle when several people are traveling together.

- Hotel – Contractor may secure reasonably priced lodging at a basic room rate, which should not exceed \$120 per night, excluding taxes. Exceptions to this policy include the following locations and corresponding maximum rates:
 - i. New York, NY (\$300)
 - ii. Boston, MA (\$200)
 - iii. Chicago, IL (\$190)
 - iv. Philadelphia, PA (\$160)
 - v. Washington, DC (\$205)
 - vi. Oakland, CA (\$140)
 - vii. Seattle, WA (\$140).
- Meals – Meals will be reimbursed up to \$55.00 per day, including taxes and gratuities/tips. Documentation of all meal expenses must be provided, except for individual meals under \$10.00. Meals are not reimbursable for one-day trips.

The following expenses are examples of expenses that are not reimbursable;

- International, first class, and/or business class travel, without prior written approval by the Contracting Official.
- Personal air travel insurance.
- In-room video rentals.
- Alcoholic beverages.
- Laundry and dry cleaning.
- Expenses for spouses, dependents, or guests.
- Stopovers or changes in routing for personal convenience if they result in additional cost to Amtrak.

Receipts must be provided for all reimbursable expenses, with the exception of: car mileage; the following individual items under \$25.00 – gratuities, taxis, public transportation, and tolls; and individual meals under \$10.00. All such expenses must be individually itemized. Contractor must complete and submit a Reimbursable Travel Expense Report in the form attached hereto (or a comparable form approved by Amtrak) within thirty (30) days of the last date of the trip in order to receive payment.

Any exceptions to the requirements of this Schedule must be approved, in writing, by Amtrak.

Any contractor who defrauds or attempts to defraud Amtrak by submitting any erroneous expense for reimbursement may be subject to termination for default or convenience pursuant to the terms of the contract, at the discretion of Amtrak, and/or any other penalty afforded to Amtrak under the contract, in equity or in law. Contractor shall be liable for the cost of such expenses and any associated fees, thereby affording Amtrak the right to demand monetary compensation or set off pursuant to the terms of the contract. Further, nothing herein shall be construed to limit the rights which Amtrak's Office of Inspector General has under the Inspector General's Act of 1978, as amended.

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
Name _____ Organization _____
Date of Trip _____ To _____ # of Trip Days _____
Purpose of Trip _____
Destination _____
Reimbursable Travel Expense Report - Contractors
Attach Receipts for Meals over \$10 and all other Expenses over \$25
(Excluding meals, items under \$25 without a receipt require explanation of expense)

Description of Expense*	DATE	DATE	DATE	DATE	DATE	DATE	DATE	TOTAL EXPENSE	Itemized Expenses*	TOTALS
Airfare								0.00		0.00
Train								0.00		0.00
Personal Car Mileage**								0.00		0.00
Rental Car								0.00		0.00
Other Transportation								0.00		0.00
Parking/Tolls								0.00		0.00
Registration Fees								0.00		0.00
Lodging (excl. Tax)								0.00		0.00
Meals								0.00		0.00
Breakfast								0.00		0.00
Lunch								0.00		0.00
Dinner								0.00		0.00
Miscellaneous								0.00		0.00
TOTALS								0.00		0.00

*All individual expenses under \$25 for gratuities, taxis, public transport, or tolls shall be itemized.
**Mileage reimbursement rate effective 07/01/2011 is \$.55 1/2/mile.

TRIP SETTLEMENT SUMMARY	
Total (A)	0.00
Total (B)	0.00
Total of Trip	0.00
Balance - Due CONTRACTOR	0.00

Check Payable to:
1st Payee: _____ Amount: \$ _____
2nd Payee (if applicable): _____ Amount: \$ _____
Address: _____

TRAVELER'S SIGNATURE: _____ Date: _____
AMTRAK ACCOUNTING/FINANCE REVIEW: _____

SIGNED FORM MUST BE SUBMITTED WITHIN 180 DAYS OF TRIP END DATE FOR TRAVELER'S SIGNATURE.
NO PER DIEM WHEN AMTRAK PROVIDES MEALS FOR GOVERNMENT STAYS.
WORK CERTIFICATE REQUIRED FOR TRAVELERS UNDER \$1000.
REIMBURSEMENT REQUIRED FOR ALL EXPENSES SUBMITTED WITHOUT RECEIPT.

Notes/Other: _____

Traveler's certification: I certify that the above is a true statement, that the actual expenses claimed were incurred by me while on official Amtrak business on the dates shown, and that I have attached original receipts for each expense of \$25.00 or more, as required by Amtrak policy. I certify that I have complied with applicable auto liability insurance law while operating my personal auto, if used, on Amtrak business.

Traveler's Signature: _____
Date: _____

FB/RFP No. _ X026 1083 _
Contract No. _____

**SUBCONTRACTING PLAN FOR THE UTILIZATION OF
SMALL BUSINESS CONCERNS AND
DISADVANTAGED BUSINESS ENTERPRISES**

To be completed by Amtrak

Amtrak has determined that the following Small Business and Disadvantaged Business Enterprise (DBE) goals (expressed as a percentage of the estimated total contract value) are appropriate for this Contract:

Small Business	10%
Disadvantaged Business Enterprise	25%

For purposes of this form, a "Small Business" is as defined in 13 CFR Part 121, and a "Disadvantaged Business Enterprise" is as defined in 49 CFR Part 26.

To assist Bidder/Offeror in meeting its goals, the Amtrak Supplier Diversity Office is available to provide information regarding potential Small Business and DBE subcontractors. The Director, Supplier Diversity, may be reached at 215 / 349-3509 or at livingw@amtrak.com.

To be completed by Bidder/Offeror

Contractor: Booz Allen Hamilton Address: 8283 Greensboro Drive _____
McLean, VA 22102 _____

Name/Title of individual completing this Plan: Steven Peck, Senior Associate _____

I. GOALS (percentage and dollars)

Estimated Dollar Value of this Contract: \$1,000,000

Estimated Dollar Value of All planned subcontracting (i.e., to all types of business concerns) under this Contract: \$100,000

Estimated number of subcontractors (of any type) under this Contract: _____2_____

Estimated number of subcontractors (of any type) receiving subcontracts in excess of \$50,000 under this Contract: _____1_____

Estimated percentage of total Contract value and estimated total dollar value to large business concerns (all businesses classified as other than Small Business Concerns) for this Contract:

90% \$ 900,000

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Estimated percentage of total Contract value and estimated total dollar value (i.e., Contractor's Goal) to Small Business Concerns for this Contract:

0% \$0

Estimated percentage of total Contract value and estimated total dollar value (i.e., Contractor's Goal) to DBEs for this Contract:

10% \$100,000

II. PRODUCTS AND SERVICES TO BE SUBCONTRACTED

Describe the products and services to be subcontracted.

Program/Project Management
Physical Security Subject Matter Expertise
Project Administration

Describe how the products and services to be subcontracted to Small Business Concerns were established.

A critical element of this assignment is a practical knowledge of project management and physical security, and the ability to work onsite at Amtrak facilities. Booz Allen selected our Small Business subcontractors (Trilogy Technical Services and w3r Consulting) based on-- 1) our current teaming relationships with them (including our work with Trilogy in support of Amtrak Police Department); 2) the experience and qualifications of their staff in project management and/or physical security; and 3) their geographic alignment to cities specified in the RFP (e.g., Chicago, Washington DC).

Describe how the products and services to be subcontracted to DBEs were established.

See above.

Submit the name of the Small Business Concerns to be utilized or solicited, note the type of Small Business Concern (i.e., HUBZone, Small Disadvantaged, Women-Owned, Veteran-Owned, Service-Disabled Veteran-Owned), a description of the products and/or services to be provided, and an estimated dollar amount each is to be paid. (Attach separate page, if needed.)

Trilogy Technical Services (Small Business and DBE)
w3r Consulting (Small Business and DBE)

Our Small Business subcontractors will perform project management services and/or provide security subject matter expertise based on Amtrak requirements for the work to be performed.

Booz Allen has a strong history of working with small businesses and DBEs, and we have assembled a team to best provide the services specified in the RFP. We expect that, over the life of the contract, our use of these subcontractors will meet or surpass the stated 10% small business goal.

At the present time, however, our ability to fully comply with this goal is contingent on Amtrak staffing requirements for work to be performed under this contract. Therefore, the amount specified above that we will pay each subcontractor is an estimate at this time.

Submit the name of DBEs to be utilized or solicited, a description of the products and/or services to be provided, and an estimated dollar amount each is to be paid. (Attach separate page, if needed.)

See above.

III. PROGRAM ADMINISTRATOR

Provide the name of the Contractor employee who will administer the subcontracting program for this Contract:

Exemption 6

Duties: The Program Administrator has overall responsibility for the Contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. Duties may include, but are not limited to, the following activities:

- A. Developing and promoting company policy statements that demonstrate the company's support for awarding contracts and subcontracts to Small Business Concerns and DBEs.
- B. Developing and maintaining bidders' lists of Small Business Concerns and DBEs from all possible sources.
- C. Ensuring periodic rotation of potential subcontractors on bidders' lists.
- D. Ensuring that Small Business Concerns and DBEs are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
- E. Ensuring that subcontract procurement "packages" are designed to permit the maximum practicable participation of Small Business Concerns.
- F. Ensuring that subcontract procurement "packages" are designed so that DBEs are encouraged to participate.
- G. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit participation by Small Business Concerns and DBEs.

- H. Ensuring that the reasons for not selecting any low bids submitted by Small Business Concerns and DBEs are documented.
- I. Overseeing the establishment and maintenance of contract and subcontract award records.
- J. Attending or arranging for the attendance of company representatives at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- K. Directly or indirectly counseling Small Business Concerns and DBEs on subcontracting opportunities and how to prepare bids to the company.
- L. Providing notice to subcontractors concerning penalties for misrepresentations of business status as a DBE or a Small Business Concern for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.
- M. Developing and maintaining an incentive program for buyers which supports the subcontracting program.
- N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.
- O. Preparing and submitting timely reports.

IV. MAXIMUM PRACTICABLE OPPORTUNITIES

Describe the efforts your company will take (e.g., advertisements, announcements, contact with organizations, attending small, minority, and women-owned business procurement conferences and trade fairs, research databases) to ensure that DBEs are encouraged to participate and that Small Business Concerns have the maximum practicable opportunity to compete for subcontracts:

Booz Allen has long recognized the vital contribution its small business subcontractors make to the growth and success of the firm and has maintained a consistently high level of interest in the products and services that are being offered in the marketplace and in the businesses that provide them.

Booz Allen implemented its first socio-economic business utilization program in 1980, and has continued to increase subcontracting opportunities for SB/SDB (including HBCU/MIs), WOSB, HUBZone, and VOSB/SDVOSB concerns. Booz Allen has stated its commitment in a firmwide small business policy, issued by the firm's Chief Executive Officer (CEO), Dr. Ralph Shrader, and has established a set of procedures that guide procurement personnel in identifying and recommending opportunities for small business participation across all socio-economic classifications.

Booz Allen has a strong history of working with DBEs. Our team has pre-existing relationships with the two DBEs proposed (Trilogy Technical Services and w3r Consulting) we have benefitted from their support of other projects. On an ongoing basis, we identify and qualify potential DBEs that are suitable to work with us on our projects. When opportunities arise for us to take advantage of the support DBEs can provide, we tap this network for bidders.

V. RECORDKEEPING

Describe the types of records your company will maintain to demonstrate procedures which have been adopted to comply with the requirements and the goals set forth in this plan, including the establishment of source lists of Small Business Concerns and DBEs.

Booz Allen's Project Cost Reporting system records all costs incurred on our contracts and provides detailed data that includes subcontract information. Our Global Operations (GO) Team monitors our performance versus our contract requirements to ensure that the participation goals are met. A database of small businesses, including DBEs, is kept.

VI. TIMELY PAYMENTS TO SUBCONTRACTORS

Describe the procedures that your company will use to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with Small Business Concerns and DBEs.

Booz Allen has established and uses procedures to ensure the timely payment of amounts due pursuant to the terms of our subcontracts with SBs/DBEs (including HBCUs/MIs), WOSBs, HUBZone businesses, and VOSBs/SDVOSBs. Booz Allen will pay the Subcontractor no later than thirty (30) days after the receipt by the Booz Allen Accounts Payable Department of a proper invoice, submitted in accordance with the Instructions provided in our negotiated Subcontract agreements. An authorized official of the Subcontractor must sign and approve all invoices, certifying that the invoiced amounts are accurate and the Subcontractor has in its possession records for all amounts for which payment is requested.

VII. DESCRIPTION OF EFFORTS

Describe the efforts your company will take to encourage the identification and award of subcontracts to Small Business Concerns and DBEs.

As noted above, Booz Allen implemented its first socio-economic business utilization program in 1980, and has continued to increase subcontracting opportunities for SB/SDB (including HBCU5/MIs), WOSB, HUBZone, and VOSB/SDVOSB concerns.

Booz Allen has stated its commitment in a firmwide small business policy, issued by the firm's Chief Executive Officer (CEO), Dr. Ralph Shrader, and has established a set of procedures that guide procurement personnel in identifying and recommending opportunities for small business participation across all socio-economic classifications.

Booz Allen has a strong history of working with DBEs. Our team has pre-existing relationships with the two DBEs proposed (Trilogy Technical Services and w3r Consulting) we have benefitted from their

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support of other projects. On an ongoing basis, we identify and qualify potential DBEs that are suitable to work with us on our projects. When opportunities arise for us to take advantage of the support DBEs can provide, we tap this network for bidders.

CERTIFICATION:

I, the undersigned, understand that the submission of this subcontracting plan will be made a material part of the contract and do hereby certify that Contractor will use best efforts to meet or exceed Contractor's own Small Business and DBE subcontracting goals as set forth above. I further certify that Contractor will submit monthly reports (NRPC Form 1483 or as otherwise directed by Amtrak) to Amtrak disclosing information concerning Small Business and DBE utilization.



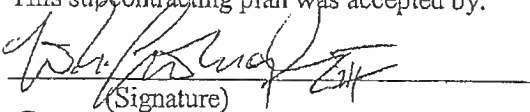
(Signature)

William M. Webner, II
(Printed Name)

Principal
(Title)

August 9, 2011
(Date)

This subcontracting plan was accepted by:


(Signature)

Dir., SUPPLIER DIVERSITY
(Title)

9/8/11
(Date)

COST DETAIL

Exemption 4

NATIONAL RAILROAD PASSENGER CORPORATION
(AMTRAK)
SERVICES CONTRACT

THIS CONTRACT is entered into as of the 21st day of January, 2010 by and between Booz Allen Hamilton Inc., a Corporation organized under the laws of the State of Delaware, with its principal office located at 8283 Greensboro Drive, McLean, Virginia 22102 ("Contractor") and the National Railroad Passenger Corporation, a corporation organized under 49 U.S.C. §24101 *et seq.* and the laws of the District of Columbia, with its principal office located at 60 Massachusetts Avenue, N.E., Washington, DC 20002 ("Amtrak").

For and in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. **Services:** Contractor will provide the services and, if applicable, the deliverables set forth on the attached Statement of Services and elsewhere herein ("Services"). Services will be performed in strict compliance with the Contract Documents referenced in Section 9 hereof.

2. **Period of Performance:** Amtrak will issue a Notice to Proceed ("NTP") upon Amtrak's receipt of the Submittals set forth in Section 7 hereof. Contractor will not perform any Services until after receipt of the NTP. Contractor shall commence performance of the Services within ten (10) days after receipt of the NTP and shall complete the Services within thirty-six (36) months after receipt of the NTP.

3. **Compensation:**

A. As compensation for the Services, Amtrak shall pay Contractor in accordance with the Price Schedule and Reimbursable Travel Expenses Schedule, both attached hereto, the Not to Exceed Amount of One Million, Two Hundred Seventy-Nine Thousand, Eight Hundred Seventeen Dollars and Seventy-One Cents (\$1,279,817.71). Payment will be made in accordance with an Amtrak-approved payment schedule, upon satisfactory completion of the designated part of the Services and Amtrak's acceptance thereof.

B. Contractor shall submit invoices and supporting documentation to:

National Railroad Passenger Corporation (Amtrak)
30th Street Station
2955 Market Street, Mailbox #63
Philadelphia, PA 19104
Attention: [REDACTED]
Telephone: [REDACTED]

Exemption 6

C. Amtrak shall submit payments required to be made hereunder to Contractor at the remit address set forth on Contractor's invoice.

Exemption 6

4. **Liquidated Damages:** The parties agree that Amtrak will be damaged in the event that the Services are not delivered on time and that the extent of such damage is difficult to ascertain. Accordingly, the parties agree to establish liquidated damages in advance for late delivery of the Services. Contractor shall pay liquidated damages to Amtrak in the amount set forth in Section 43 of the General Provisions.

5. **Key Personnel:** The following individuals are considered to be "Key Personnel" as that term is defined in Section 11 of the General Provisions:

[REDACTED]

6. **Amtrak's Authorized Representatives:** For this Contract, the Contracting Official and, if applicable, the Contracting Official's Technical Representative, as those terms are defined in Sections 1 and 36 of the General Provisions are:

Contracting Official: [REDACTED]

Contracting Official's Technical Representative: [REDACTED]

7. **Pre-performance Conference:** Not Applicable

8. **Submittals:** Within ten calendar days after issuance of the Notice of Award and prior to commencement of any Services, Contractor shall return to Amtrak (and, if necessary, execute) the following documents ("Submittals"). Submittals must be forwarded to the National Railroad Passenger Corporation (Amtrak), 30th Street Station, 2955 Market Street, 5th Floor South, Mailbox #12, Philadelphia, PA 19104, Attention: [REDACTED]

- A. Two executed originals of this Contract; and
- B. Required Certificate(s) of Insurance as specified in Section 25 of the General Provisions.

Contractor's failure to furnish the Submittals within the time specified herein may result in Amtrak's cancellation of the Notice of Award and Contractor being liable to Amtrak for any costs of reprocurring the Services which exceed the amount of this Contract. In the event Contractor delays in furnishing the required Submittals which causes a delay in issuance of the NTP, the time to complete the Services specified herein may be reduced to reflect such delay.

9. **Notices:** Any notice, request or other communication to either party by the other as provided for in this Contract shall be given in writing, and sent by: (a) hand-delivery, (b) first class United States mail, return receipt requested, or (c) overnight delivery service, and shall be deemed given upon actual receipt by the addressee. Notice may also be given by facsimile or e-mail, provided the original is sent by any manner above described. All notices to Amtrak shall include the Contract Number. Notices shall be addressed as follows:

Exemption 6

If to Amtrak: National Railroad Passenger Corporation (Amtrak)
30th Street Station
2955 Market Street, 5th Floor South, Mailbox #12
Philadelphia, PA 19104
Attention: [REDACTED]
Telephone: [REDACTED]
Facsimile: [REDACTED]
E-mail: [REDACTED]

If to Contractor: Booz Allen Hamilton Inc.
8283 Greensboro Drive
McLean, Virginia 22102
Attention: [REDACTED]
Telephone: [REDACTED]
Facsimile: [REDACTED]
E-mail: [REDACTED]

Either party may change the recipient or address for receiving notices upon written notice to the other party.

9. **Contract Documents:** The Contract Documents consist of this Services Contract and the following documents incorporated herein by reference:

- A. Services Contract General Provisions, dated 1/6/10, 16 pages.
- B. Supplementary General Provisions for Nonconstruction Contracts dated July 1, 2003, 4 pages including certifications.
- B.(1) Certification Regarding Lobbying
- B.(2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- C. Statement of Services, dated 10/6/10, 5 pages.
- D. Price Schedule, dated 1/21/11, 1 page.
- E. Reimbursable Travel Expenses Schedule, dated 01/23/11, 3 pages.
- F. Representations and Certifications, dated 7/16/07, 1 page.
- G. Subcontracting Plan for Disadvantaged Business Enterprises dated 10/5/10, 2 pages.
- H. Contractor Background Check Policy dated September 14, 2009, 7 pages.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date written above.

Booz Allen Hamilton, Inc

Signature: Gary M. Schulman

Title: Gary M. Schulman

Date: 1/24/2011

NATIONAL RAILROAD PASSENGER CORPORATION

Signature: J. Martin
J. Martin

Title: Chief Logistics Officer

Date: 2/4/11

QC 2/4/11
→ 10/24/11
APP
2/4/11

**NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
SERVICES CONTRACT GENERAL PROVISIONS**

1. Definitions.

A. The "Contract" is the basic instrument of agreement between Amtrak and Contractor, signed by duly authorized representatives of Amtrak and Contractor.

B. The "Contract Documents" are identified in the Contract. They include the Contract and all other documents specifically incorporated therein.

C. The "Contracting Official" is the individual duly authorized in writing by Amtrak to execute, administer, and make changes to the Contract on behalf of Amtrak. The Contracting Official is not necessarily an officer of Amtrak. He/she assumes no personal liability hereunder.

D. "Days" means calendar days, unless otherwise indicated.

E. The "Services" are the services, deliverables and/or activities to be performed hereunder by Contractor as described in detail in the Statement of Services which is attached hereto and incorporated herein.

2. Scope of Services. Contractor agrees to perform for Amtrak the Services described in detail in the Statement of Services. Contractor shall provide deliverables, if any, in the quantity, format and content described in the Statement of Services.

3. Compensation. For full, final and satisfactory performance of the Services, Amtrak shall pay Contractor in accordance with the terms set forth in the Contract or the Pricing Schedule, which is attached hereto and incorporated herein.

Contractor will invoice Amtrak by submitting an original invoice, along with supporting documentation, to the individual at the address set forth in the Contract. In accordance with an Amtrak-approved payment schedule, Amtrak shall pay Contractor all undisputed invoiced amounts for the Services properly performed, less any deductions or set-offs permitted under the Contract or any other transaction between Amtrak and Contractor, and as otherwise permitted by law.

4. Period of Performance.

A. The period of performance under the Contract shall be as set forth in the Contract or the applicable schedule, unless terminated earlier as set forth elsewhere herein.

B. All time limits stated in the Contract Documents are of the essence. Contractor shall commence, progress and complete the Services within the time period set forth in the Contract or the applicable schedule.

5. Force Majeure. For purposes of this Contract, a Force Majeure Event is any one of the following: act of God or the public enemy, act of a governmental authority acting in its sovereign capacity, fire, flood, epidemic, quarantine restriction, unusually severe weather, war, terrorism, riot, earthquake, strike or embargo. In the event that either party's failure to perform in accordance with any schedule or when otherwise required under the Contract arises solely out of a Force Majeure Event that is both out of the control of such party and without the fault or negligence of such party, the time for performance under the Contract may be extended proportionately pursuant to the requirements of this Section 5. No such failure shall be considered a breach or default under the Contract **if** the failing party promptly (within two days

of the beginning of the Force Majeure Event): (i) provides notice to the other of the Force Majeure Event and the efforts it intends to undertake to re-start performance; and (ii) diligently takes effective measures by all available means to re-start performance fully in accordance with the Contract. A party fulfilling the notice and due diligence obligations of the preceding sentence shall not be liable to the other for any losses, injury, damages of any kind, additional payments or increased costs arising from Force Majeure Events. Default of a subcontractor shall not excuse timely performance by Contractor, unless the subcontractor's default was caused by a Force Majeure Event beyond the control and without the fault or negligence of either Contractor or the subcontractor and Contractor could not obtain the supplies or services from another source within the time required to perform or deliver under the Contract. If Contractor's failure to perform extends for more than seven days from the start of the Force Majeure Event, Amtrak may, at its discretion, terminate the Contract without liability at any time after such seven days. In the event of such early termination, Contractor shall transfer title and deliver to Amtrak in the manner directed by Amtrak, any completed or partially completed deliverables or other work products Contractor has produced or acquired specifically for performance of the Services under the Contract.

6. Independent Contractor.

A. It is hereby understood and agreed that Contractor is not an agent, representative, or employee of Amtrak, but rather is an independent contractor. Contractor has no authority to make representations, commitments, or obligations on behalf of Amtrak. Contractor shall maintain all required insurance and shall pay all required workers' compensation payments, disability benefits, unemployment insurance, and employment and withholding taxes for its employees as mandated by federal, state, and local law.

B. Contractor and its employees are not employees of Amtrak and will not be entitled to participate in or receive any benefits or rights under any Amtrak employee benefit or welfare plan as a result of Contractor entering into this Contract.

C. Amtrak may, from time to time, (1) engage other persons or entities to act as contractors to and to perform services for Amtrak, including services that are the same or similar to the Services to be performed by Contractor hereunder, and (2) enter into contracts with provisions that are the same or similar to this Contract with other persons or entities, in all cases without the necessity of notifying or obtaining the approval of Contractor.

7. Confidentiality.

A. Contractor agrees that all information furnished or disclosed by Contractor to Amtrak in connection with the performance of the Contract (1) is furnished or disclosed as part of consideration of the Contract; (2) subject to federal law, shall not be treated as confidential or proprietary information of Contractor, unless otherwise agreed in writing by the Contracting Official; and (3) subject to third party copyright restrictions, may be used, copied or disclosed by Amtrak for any purpose. Contractor expressly waives all claims against Amtrak and releases Amtrak relating to the use, copying or disclosure of such information by Amtrak, its assigns, or intended beneficiaries.

B. Only the Contracting Official has authority to enter into an agreement, which shall be in writing, to provide for the confidential treatment of, or limit disclosure of, information furnished or disclosed to Amtrak by Contractor.

C. Contractor agrees that it shall not disclose, without the prior written consent of the Contracting Official, any information relating to the Contract to any third party. Contractor shall

not make any news releases, articles, brochures, advertisements, speeches or other information releases relating to this Contract without the prior approval of the Contracting Official.

D. Contractor agrees that it will keep confidential any financial information, employee information, customer or marketing information, business plans, designs, drawings, specifications, engineering data, technical information, policies, procedures, processes, analyses or proprietary information which either (1) is furnished by Amtrak; or (2) is, or will become as a result of the Contract, the property of Amtrak. Contractor further agrees not to disclose such items or any information contained therein to third parties and to use such items and information solely for the benefit of Amtrak in the performance of the Contract. Upon completion or termination of the Contract, or as otherwise requested by Amtrak, Contractor shall immediately return all such items and information to Amtrak or make other disposition thereof as directed by Amtrak.

E. Contractor shall fully indemnify Amtrak against any and all actions, claims, liability, costs, damages, and expenses suffered or incurred in connection with or arising out of any breach by Contractor of any of the provisions of this section. Contractor acknowledges that a breach of its obligations hereunder cannot be compensated adequately by an award of damages or other pecuniary remedy, and that Amtrak shall also be entitled in the event of any such breach to the remedies of injunction, specific performance or other equitable relief in respect of any such breach.

F. Contractor agrees that, in the event any confidential information of Amtrak is sought by subpoena or other process, to the extent allowed by applicable law, Contractor shall notify Amtrak in writing as soon as practicable or within three days in order to enable Amtrak to seek an appropriate protective order. Further, to the extent allowed by applicable law, Contractor shall reasonably assist Amtrak in obtaining a protective order requiring that any portion of such information required to be disclosed be used only for the purposes for which a court issues an order, or for other such purposes required by law.

G. This section shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Contractor from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Contractor to defend itself from any suit or claim.

8. Intellectual Property Rights.

A. Trademarks. Contractor shall not use Amtrak's name, trade name, trademarks or service marks in any context in connection with any product, promotion or publication without the prior written consent of Amtrak. Contractor agrees to comply with Amtrak instructions regarding trade dress, packaging, trade names, trademarks, service marks or other indicia of origin which shall appear on any items to be delivered under this Contract.

B. Patent Rights; Copyrights. All written or fixed media material, ideas, concepts, discoveries, inventions, improvements, enhancements, modifications, and designs (whether or not patentable), developed, conceived or reduced to practice by Contractor or its employees in connection with the performance of this Contract, shall be promptly disclosed to Amtrak and shall be owned by Amtrak. The parties agree that all copyrightable material to be delivered to Amtrak is "works made for hire" under the federal copyright laws. In the event Contractor or a third party is deemed to be the author for copyright purposes of any materials that are used in the performance of this Contract, Contractor shall assign or cause such third party to assign the copyright in such materials to Amtrak. Amtrak shall have the right, at its own expense, to obtain and to hold in its own name patents, copyrights or such other protection as may be appropriate

for any inventions that become the property of Amtrak hereunder. Contractor and its employees shall, upon request, cooperate in and execute all papers necessary to assign any copyrights to Amtrak or to perfect Amtrak's right to own, use and protect Amtrak's proprietary rights under this section, including patent applications and assignments thereof. The decision whether to file and/or prosecute applications for patents or copyright registrations and/or to maintain patents or other proprietary rights shall be made solely by Amtrak.

C. Pre-existing Materials of Contractor. Contractor hereby grants to Amtrak a non-exclusive, irrevocable, perpetual, worldwide, fully paid-up license to use, execute, reproduce, modify, display, distribute copies of and prepare derivative works based on materials, including any and all modifications thereto, owned and developed independently by Contractor prior to the preparation of its proposal used to provide Services under this Contract. Contractor shall retain its ownership interest in such pre-existing materials.

D. Infringement/Indemnity. Contractor hereby warrants that: (i) materials that its uses in its performance under the Contract, (ii) the deliverables, and (iii) the use of any deliverables shall not infringe or misappropriate any U.S. or foreign patent, copyright, trade secret or other intellectual property right of a third party. Contractor shall, at its own expense, defend, indemnify, and hold harmless Amtrak (including its directors, officers, employees, agents, subsidiaries, and assigns) from and against all claims, losses, liabilities, penalties, costs (including costs of defense and attorneys' fees), suits or other proceedings based upon a claim that deliverables provided under this Contract, or the use thereof, infringe any patent, copyright, royalty, trademark or service mark or other third party proprietary right, or involve the wrongful use of any trade secret or confidential information; provided that Amtrak has given Contractor (1) written notice of such claim, (2) reasonable assistance in defense or settlement as requested by Contractor, at Contractor's sole expense, and (3) the right to control the defense or settlement of such claim.

9. Ethical Business Practices.

A. Contractor agrees that it shall not offer to any Amtrak employee, agent or representative any cash, gift, entertainment, commission, or kickback for the purpose of securing favorable treatment with regard to award or performance of this Contract or any other contract.

B. Contractor agrees that it shall neither solicit nor accept any cash, gift, entertainment, commission, or kickback from a subcontractor or any other person or entity for the purpose of securing favorable treatment with regard to award or performance of any subcontract or contract issued in connection with the Contract.

C. Contractor agrees that it shall not (1) knowingly employ the services of any Amtrak employee or member of an employee's immediate family as a consultant, subcontractor, or otherwise, in connection with the performance of Services under the Contract, or (2) purchase any material or services required to perform the Contract from any entity owned or controlled (including a substantial financial interest) by any Amtrak employee or member of an employee's immediate family.

10. Conflict of Interest. Conflict of interest means that because of activities or relationships with other persons or entities, (1) a contractor is unable to render impartial assistance or advice to Amtrak, (2) a contractor's objectivity in performing the Services under this Contract is or might be otherwise impaired, or (3) a contractor has, or attempts to create, an unfair competitive advantage. Contractor hereby affirmatively represents that it will not have a conflict of interest in performing the Services for Amtrak pursuant to this Contract. Contractor agrees not to (a) engage in activities, or (b) initiate or maintain relationships with persons or entities where such

activities or relationships create a conflict of interest. Contractor shall use its best efforts to identify and prevent potential subcontractor conflicts of interest. Contractor shall inform Amtrak of any activity or relationship that Contractor has reason to believe may create a conflict of interest.

Contractor represents that it is not a party to any existing agreement which would prevent Contractor from entering into and performing this Contract.

11. Contractor Personnel/Key Personnel.

A. Contractor is responsible for selecting qualified personnel to perform the Services required by the Contract. Contractor is responsible for supervising all of its employees, monitoring the techniques used in the performance of work, and keeping its employees informed of improvements, changes, and methods of operation.

B. Contractor warrants, represents and covenants that it will not assign or delegate any Services to be performed under this Contract to any individual who is not authorized to work in the United States pursuant to the U.S. Immigration Reform and Control Act of 1986, as amended, or its implementing regulations.

C. Contractor acknowledges that award of the Contract was based in part on the key personnel proposed by Contractor performing the functions proposed by Contractor. Amtrak considers these individuals to be essential to the performance of the Contract. Accordingly, Contractor agrees that the individuals listed as "key personnel" in the Contract shall perform the Services as proposed. No substitutions shall be made without the prior written approval of the Contracting Official. Contractor shall notify the Contracting Official twenty days in advance of the proposed substitution. The notification shall include (1) an explanation of the circumstances necessitating the proposed substitution, (2) a complete description of the qualifications of the proposed substitute, which shall be equal to or greater than the individual to be replaced, and (3) any other information requested by the Contracting Official. Contractor shall have the right to transfer or replace any personnel other than key personnel and to substitute other qualified personnel, provided that such transfer or replacement shall not cause a delay in the performance of the Services, a downgrading of the quality of the Services, or increased cost to Amtrak.

D. At any time in Amtrak's sole discretion, Amtrak may request replacement of personnel assigned under this Contract. Such request shall be made in writing, and Contractor shall promptly provide an equally qualified replacement.

E. The parties agree that, during the term of this Contract and for one year thereafter, neither party shall, either directly or indirectly, on its own behalf or on behalf of others, solicit or recruit any person to terminate such person's employment with the other party. This shall not restrict one party from hiring any employee of the other who responds to regular employment solicitation efforts, such as newspaper advertisements, employment agencies, open house or job fair events, or widely distributed announcements of job openings, or who makes a direct inquiry as to employment with Amtrak or Contractor.

12. Representations.

A. Contractor represents that (1) it has the authority to enter into this Contract without breaching any contractual obligation or statutory duty owed to another; (2) it shall perform the Services with promptness, diligence, and in accordance with the recognized professional standards in the applicable industry ordinarily exercised by design professionals in the same or in similar circumstances; (3) it shall comply with all requirements of the Contract; (4) all deliverables to be provided hereunder shall be technically correct and based upon Amtrak furnished criteria and any other information or documents mutually agreed upon by the parties;

and (5) in performing the Services, it shall use adequate numbers of qualified individuals with suitable training, education, experience and skills, and that it shall perform the Services in a manner consistent with the required level of quality and performance. These warranties are in addition to all other express, implied or statutory warranties.

B. Upon receipt of written notice from the Contracting Official that any of the Services have not been performed in accordance with the foregoing requirements, Contractor shall, at Amtrak's option and in Amtrak's sole discretion, (1) correct or reperform the nonconforming Services at no additional cost to Amtrak, (2) refund to Amtrak the amount paid to Contractor for the nonconforming Services, or (3) pay Amtrak for all costs incurred in having the Services performed correctly.

13. Additional Representations for Services Relating to Information Technology or Computer Services.

A. Virus Representation. Contractor represents that it will use commercially reasonable efforts to ensure that no viruses or similar items ("viruses") are coded or introduced into any Amtrak software or computer system used by Amtrak. Contractor agrees that in the event that a virus is found to have been introduced, Contractor will take all reasonable action at its own expense to eliminate the virus and reduce the effects of the virus on Amtrak's operations. Contractor further agrees to cooperate with Amtrak to mitigate and restore any loss of data or operational efficiency.

B. Disabling Code Representation. Contractor represents that it will not insert any time-bombs, drop-dead or disabling devices, back doors or similar items or invoke any code which could have the effect of disabling or otherwise shutting down any portion of Amtrak's software or computer system.

14. Governing Law, Jurisdiction and Venue. The Contract shall be governed by and construed in accordance with the laws of the District of Columbia, excluding that portion of District of Columbia law relating to the application of laws of another jurisdiction. Subject to the Claims and Disputes section hereof, each party agrees that all legal proceedings in connection with any dispute arising under or relating to the Contract shall be brought in the United States District Court for the District of Columbia. Contractor hereby accepts the jurisdiction of the United States District Court for the District of Columbia and agrees to accept service of process as if it were personally served within the District of Columbia.

15. Laws, Regulations, and Permits. Contractor warrants that it shall comply with all laws, regulations, codes, ordinances, rules or orders of any governmental entity or public authority ("Laws") applicable to the performance of Services under the Contract. Contractor shall, without additional cost to Amtrak, obtain all necessary permits or licenses required for the performance of the Services hereunder.

16. Taxes. Pursuant to 49 U.S.C § 24301(d), Amtrak is exempt, to the same extent that the United States Government is exempt, from all state and local taxes, surcharges or fees. Contractor agrees that the prices or rates stated in the Contract (1) do not include any state or local taxes, surcharges or fees on Amtrak in connection with this transaction, and (2) do include all other applicable taxes for which Contractor is liable.

17. **Termination for Default.**

A. Contractor shall be in default hereunder if Contractor fails in any material way to perform or comply with any of its obligations under the Contract and such failure is not cured within ten days after notice from the Contracting Official specifying the nature of the failure ("Default"). Amtrak shall extend such ten day cure period if: (1) Contractor notifies Amtrak that Contractor's failure to perform is caused by the default or delay of a subcontractor; (2) subcontractor's default is excused for the reasons described in the Force Majeure section hereof; and (3) Contractor could not obtain the supplies or services from another source within the time period required for Contractor to perform or deliver under this Contract. Amtrak shall determine in its sole and absolute discretion the period of extension for Contractor to cure any failure described in the preceding sentence.

B. Amtrak may terminate the whole or any part of the Contract for Default by providing notice of such termination to Contractor. In the event Amtrak terminates the Contract in whole or in part, Amtrak may reprocur the Services from another source. If Amtrak reprocures the Services from another source, Contractor shall be liable for (1) repayment to Amtrak of any payments made by Amtrak in excess of the price of Services accepted by Amtrak and (2) any "excess costs" to Amtrak relating to the reprocurement. "Excess costs" are the difference between the Contract price for the terminated Services and the total costs incurred by Amtrak to procure replacement Services. In the event that the Contract is terminated only in part, the remaining part shall remain in full force and effect. If the Contract is terminated, Contractor shall not be entitled to further payments, if any, until the Services are finished.

C. In addition to any other rights provided herein, in the event that Amtrak terminates the Contract for Default, in whole or in part, Amtrak, at its sole option, may require Contractor to transfer title and deliver to Amtrak in the manner and to the extent directed by Amtrak, any completed or partially completed work, material, information, plans and drawings that Contractor has produced or acquired specifically for performance of Services under the Contract, and shall protect and preserve property in its possession in which Amtrak has an interest. Contractor shall provide Amtrak with the right to continue to use any and all patented and proprietary information necessary to complete the Services, shall assign to Amtrak those contract(s) (including warranties) between Contractor and subcontractors as Amtrak may request, shall assign to Amtrak all issued permits, licenses, authorizations and approvals then held by Contractor pertaining to the Services. Contractor shall be liable to Amtrak for all costs, losses and damages suffered or incurred by Amtrak and arising or resulting from any such event(s) of Default and Amtrak's reasonable response thereto.

D. Failure to terminate following notice of a Default is not a waiver of Amtrak's right to terminate at any time prior to satisfactory cure of the Default.

E. In the event Amtrak terminates the Contract for Default, and the termination is subsequently found wrongful by a court or arbitrator of competent jurisdiction, then the termination shall be converted to one for convenience, and the parties' rights and obligations shall be specified by Section 18 hereof as if the termination had been one for convenience.

18. **Termination for Convenience.**

A. Upon written notice to Contractor, Amtrak may, at its option and in its sole discretion, terminate the Contract in whole or in part whenever and for whatever reason(s) it chooses without such termination constituting Amtrak's breach or default. Such termination shall be effective immediately after written notice is given to Contractor or at the time specified in the termination notice. Contractor shall be permitted up to fifteen days following the effective date of termination to remove equipment, supplies and other materials owned by Contractor or its

agents or subcontractors and used in the performance of the Services. Contractor shall take all actions necessary to mitigate costs, and do such things as are necessary to protect Amtrak's interests, including but not limited to: terminate its contracts with subcontractors, complete performance of Services not terminated, settle outstanding liabilities, take any action necessary to protect the Services, and deliver inventory schedules and all Contract Documents in its possession to Amtrak.

B. Within thirty days after termination, Contractor shall submit to Amtrak in a form prescribed by Amtrak, a claim for termination costs. In no event shall Amtrak's liability for termination costs exceed the unpaid balance of the Contract, nor shall Amtrak be liable for consequential damages, including but not limited to lost or anticipatory profits, unabsorbed overhead or indirect costs. Contractor agrees to negotiate in good faith with Amtrak regarding any claim after termination. If appropriate, the Contracting Official shall issue a modification to the Contract reflecting any agreed upon adjustments to the Contract price resulting from the negotiation. Contractor's termination and related negotiation shall be subject to the Audit and Inspection section herein.

C. In the event of the failure of the parties to agree upon the amount to be paid to Contractor by reason of the termination of Services pursuant to this section, the Contracting Official shall determine, on the basis of information available to him/her, the amount, if any, due Contractor by reason of the termination and shall pay to Contractor the amount which the Contracting Official determines to be fair and reasonable.

19. Suspension of Services.

A. After operations have begun, Contractor shall not suspend Services without prior written permission of the Contracting Official. When under suspension, the Services shall be put in proper and satisfactory condition, and properly protected as directed by the Contracting Official. In all cases of suspension, the Services shall not be resumed until permitted by written order of the Contracting Official.

B. Amtrak reserves the right at any time during performance of the Services, to suspend operations thereon, or upon any part thereof, either for a specified amount of time or indefinitely, by giving Contractor five days written notice. If such rights of suspension are exercised, the Contracting Official shall grant to Contractor an extension of the period of performance equal to the time of such suspension. In the event that Services are suspended by Amtrak for more than thirty days cumulatively, the amount of compensation due Contractor may be adjusted for any increase in the cost of performance of the Services (excluding profit) necessarily caused by such suspension. However, no adjustment shall be made for any suspension to the extent that (1) performance would have been suspended by any other cause, including the fault or negligence of Contractor; (2) the cumulative total of suspended days is thirty days or less; or (3) equitable adjustment is provided for or excluded under any other provision of the Contract.

C. No claim under this section shall be allowed unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, but no later than the date of final payment under the Contract.

20. Changes.

A. The Contracting Official may, at any time, by written change order and without notice to any sureties, direct changes within the general scope of the Contract. No other Amtrak employee or representative is authorized to do so, unless expressly authorized in writing by the Contracting Official.

B. If any such change order causes an increase or decrease in the cost of, or time required for performance of the Services, Contractor shall notify the Contracting Official in writing within twenty days of receipt of the written change order, and shall negotiate in good faith with Amtrak, as appropriate, an equitable adjustment. Any claim for adjustment is deemed to be waived if Contractor does not notify the Contracting Official of the need for such an adjustment within twenty days of receipt of the change order. The Contracting Official shall issue a modification to the Contract reflecting the terms of the equitable adjustment.

C. Failure of the parties to agree to any adjustment shall be considered a "Dispute" to be resolved in accordance with the Claims and Disputes section herein. Pending negotiation of the equitable adjustment and/or the final resolution of any related dispute, Contractor shall proceed diligently with the Services as modified by the change order.

21. Claims and Disputes.

A. "Claim" or "Dispute" is a demand or assertion by one of the parties seeking: (1) an adjustment or interpretation of Contract terms; (2) payment of money; (3) an extension of time; (4) other relief with respect to the terms of the Contract. Any Claim that Contractor may have against Amtrak arising out of the Contract must be presented in writing to the Contracting Official not later than thirty days after the first occurrence of the circumstance that gave rise to the Claim. The Claim shall contain a concise statement of the question or dispute and the relevant facts and data (including the applicable Contract provision) that support the Claim. Contractor shall furnish any additional information that Amtrak may require to enable it to evaluate and decide the Claim.

B. The Contracting Official shall issue a decision on the Claim within sixty days of receiving the Claim and all supporting data and documentation. A decision from the Contracting Official shall be a condition precedent to pursuing relief under this Section 21.

C. Any Dispute arising under the Contract that is not settled by agreement of the parties within thirty days from the issuance of the decision of the Contracting Official pursuant to Section 21(B) may be adjudicated by appropriate legal proceedings which may be brought only in the United States District Court for the District of Columbia.

D. Pending any decision, appeal, or judgment in such proceedings or the settlement of any Dispute, Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the Contracting Official.

22. Audit and Inspection.

A. Contractor acknowledges and agrees that Amtrak and Amtrak's Office of Inspector General (OIG) may inspect, copy and/or audit Contractor's data and records (in hard copy and/or electronic format) related in any way to the Contract, including without limitation, all data and records relating to: (1) support for any proposal, change order, or request for equitable adjustment submitted to Amtrak by Contractor; (2) Contract compliance and performance, including any work or deliverables in progress; (3) compliance with applicable provisions of Amtrak's federal grant, regulations and statutes; and (4) support for all direct and indirect costs or prices charged to Amtrak. Contractor agrees to maintain all such data and records throughout the term of the Contract and until three (3) years after final payment under the Contract, and agrees to cooperate with all audit activities.

B. In connection with audit and inspection activities, Amtrak and Amtrak OIG shall be afforded, upon request, (1) access to Contractor's facilities and to Contract work or deliverables in progress, (2) the opportunity to interview Contractor's employees concerning any matter relating to the Contract, and (3) adequate and appropriate workspace.

C. Contractor agrees to reimburse Amtrak, within sixty (60) calendar days after receipt of a written request, the full amount of any undisputed audit findings or questioned costs, unless otherwise agreed by Amtrak in the course of post-audit negotiations with Contractor.

D. Contractor shall include the provisions of this clause in every subcontract or purchase order exceeding \$100,000, as well as a provision requiring all subcontractors to include these provisions in any lower tier subcontracts or purchase orders exceeding \$100,000. Contractor shall be responsible for subcontractor or lower tier subcontractor's compliance with this clause.

E. Nothing in this Contract shall be construed to limit the rights, obligations, authority, or responsibilities of Amtrak's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

23. **Assignment.** Contractor shall not assign or delegate its responsibilities under the Contract (or assign its right to be paid amounts due hereunder) without the prior written consent of the Contracting Official. Any purported assignment without Amtrak's consent shall be void. Amtrak shall have the right to assign all or part of the Contract without obtaining consent from Contractor or its sureties.

24. **Indemnification.**

A. Contractor agrees to defend, indemnify and hold harmless Amtrak, its officers, directors, employees, agents, successors, assigns and subsidiaries (collectively "Indemnified Parties"), from and against any claims, losses, liabilities (including without limitation environmental liabilities), penalties, fines, causes of action, suits, costs and expenses incidental thereto, (including costs of defense and attorneys' fees) (collectively "Claims"), which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of breach of warranty, injury or death of any person, or damage to or loss (including loss of use) of any property, including property of the parties hereto, arising out of or in any degree directly or indirectly caused by or resulting from materials or deliverables supplied by, or from activities of, or Services performed by Contractor, Contractor's officers, employees, agents, subcontractors, or any other person acting for or with the permission of Contractor under the Contract, or as a result of Contractor's failure to perform its obligations in compliance with the Contract Documents.

B. In addition to the foregoing, Contractor agrees to defend, indemnify and hold harmless the Indemnified Parties, irrespective of any negligence or fault on the part of the Indemnified Parties, from and against any Claims which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of injuries (including death) to any of Contractor's employees, agents or subcontractors.

C. The indemnification obligations under this section shall not be limited by the existence of any insurance policy procured or maintained by Contractor or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor and shall survive the termination of the Contract.

25. **Insurance.** Contractor shall procure and maintain, at its own cost and expense, during the entire period of performance under the Contract, the types of insurance specified herein. Contractor shall submit a certificate of insurance giving evidence of the required coverages within ten days after the Notice of Award is issued and prior to commencing Services. All insurance shall be procured from insurers which: (1) are acceptable to Amtrak and licensed to do business in the jurisdiction(s) where the Services are to be performed; and (2) have financial ratings of A VIII or better in the Best's Key Rating Guide, latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required

hereunder. The certificate must reference the Contract Number. The insurance shall provide for thirty days prior written notice to be given to Amtrak in the event coverage is substantially changed, canceled, or not renewed. If the insurance provided is not in compliance with the requirements listed herein, Amtrak maintains the right to stop the Services until evidence of insurance acceptable to Amtrak is provided, and any such delay shall not extend the period of performance hereunder. Evidence of insurance shall be submitted to the individual at the address set forth in the Contract.

A. Workers' Compensation Insurance. A policy complying with the requirements of the statutes of the jurisdiction(s) in which the Services will be performed, covering all employees of Contractor. Employer's liability coverage with limits of liability of not less than one million dollars each accident or illness shall be included.

B. Commercial General Liability Insurance. A policy issued to and covering liability imposed upon Contractor arising out of the Services to be performed and all obligations assumed by Contractor under the terms of the Contract. Products/completed operations liability, independent contractors liability, contractual liability, personal injury liability and advertising liability coverages are to be included, and all Railroad, Explosion/Collapse/Underground (X-C-U) exclusions are to be deleted. National Railroad Passenger Corporation is to be named as an additional insured with respect to operations to be performed, and the policy shall contain a waiver of subrogation against National Railroad Passenger Corporation, its employees and agents. Coverage under this policy shall have a combined single limit of liability of not less than two million dollars per occurrence.

C. Professional Liability Insurance. Contractor shall maintain a professional liability insurance policy covering liability imposed on Contractor for all errors or omissions committed by Contractor, its agents, or employees in the performance of Services under the Contract. Coverage under this policy shall have limits of liability of not less than ten million dollars per claim and in the annual aggregate. Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its Commercial General Liability policy.

D. Claims-Made Insurance. If any insurance specified above shall be provided on a claims-made basis, then in addition to the coverage requirements above, such policy shall provide that: (1) the retroactive date coincide with or precede Contractor's start of Services (including subsequent policies purchased as renewals or replacements); (2) the policy allow for the reporting of circumstances or incidents that might give rise to future claims; (3) Contractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., professional liability) for at least three years following completion of the Services; and (4) if insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two years to report claims arising from Services performed in connection with the Contract.

26. Work on Amtrak Premises. If Contractor performs any portion of the Services on Amtrak premises, Contractor shall take all necessary precautions to prevent any injury to persons or damage to property. Contractor shall cooperate fully with Amtrak and other contractors on the premises and shall not commit or permit any act that will interfere with Amtrak's operations or with any other contractors' operations. Contractor hereby agrees to comply fully with any safety requirements (including the requirement to attend safety classes and participate in safety training) imposed by Amtrak.

27. Subcontracting.

A. Nothing contained herein or in any agreement between Contractor and a subcontractor shall create (1) any contractual relationship between Amtrak and any subcontractor, or (2) any third-party beneficiary rights in any subcontractor. Contractor shall at all times be responsible for the work and conduct of its subcontractors and shall ensure that they comply with all applicable terms and conditions of the Contract.

B. Contractor agrees to award subcontracts competitively to the maximum extent practicable. Subcontracting any portion of the Contract requires advance written approval from the Contracting Official. Substitution of subcontractors from those listed in Contractor's proposal or initially awarded subcontract work requires advance written approval from the Contracting Official.

28. Disadvantaged Business Enterprise Participation. *(Applicable to contracts of \$10,000 or more)*

A. For purposes of this Section, a disadvantaged business enterprise (DBE) is a small business concern owned and controlled by "socially and economically disadvantaged individuals" (as that phrase is defined in 49 CFR Part 26).

B. The term "DBE" shall mean a small business concern that is at least fifty-one percent owned by one or more socially and economically disadvantaged individuals (including women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and other groups of individuals specified in 49 CFR Part 26) and whose management and daily business operations are controlled by one or more of such individuals.

C. Amtrak has a corporate goal of awarding to DBEs at least five percent of the total dollars it spends on goods and services each year.

D. *(Applicable to contracts between \$10,000 and \$999,999)* In an effort to assist Amtrak in meeting its corporate goal, Contractor agrees to use its best efforts to include the participation of DBEs in the performance of this Contract. If Contractor utilizes any DBE subcontractors in the performance of this Contract, then Contractor shall disclose such information to Amtrak by completing NRPC 1483 (Amtrak Disadvantaged Business Enterprise Utilization Report for Vendors) and returning it to Amtrak on a quarterly basis.

E. *(Applicable to contracts of \$1,000,000 or more)* Amtrak has established a goal for Contractor's utilization of DBE subcontractors in the performance of this Contract. That goal is set forth in the Subcontracting Plan which is included herewith. Contractor shall implement a plan for the utilization of DBE subcontractors and shall provide Amtrak with information concerning such plan by completing the enclosed Subcontracting Plan and returning it to Amtrak with its bid/proposal. In addition, Contractor shall complete NRPC 1483 (Amtrak Disadvantaged Business Enterprise Utilization Report for Vendors) and return it to Amtrak on a quarterly basis.

F. Notwithstanding subparts D and E above, nothing herein requires Contractor to subcontract any portion of the Services. However, if Contractor does subcontract any portion of the Services, it shall do so in accordance with subparts D and E above.

29. Fair Employment Practices/Equal Opportunity.

A. Contractor agrees to abide by Amtrak's policy and practice to ensure that all business organizations receive fair and equal consideration and treatment without regard to race, color, religion, sex, disability, veteran status or national origin of the owners or principals of the business organization. In addition, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, veteran

status or national origin and that it will comply in all respects with the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*

B. Contractor will take affirmative action to ensure that applicants and employees are treated fairly without regard to their race, color, religion, sex, disability, veteran status or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination section.

C. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contract may be canceled, terminated, or suspended in whole or in part based on Contractor's failure to comply with this section.

E. Contractor will include the provisions of subparts A through D hereof in subcontracts involving Services to be performed or supplies to be furnished under the Contract, unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor.

30. Environmental Compliance.

A. Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and orders concerning the environment and/or waste disposal.

B. Contractor shall dispose of any wastes, including hazardous wastes, generated by Contractor, its subcontractors or agents (either accidentally or purposefully) in connection with its performance of the Contract in accordance with applicable federal, state, and local laws, regulations, ordinances, and orders, at its sole expense, using its own EPA generator number. In no event shall Amtrak be identified as the generator of any such wastes. Amtrak reserves the right to require Contractor to provide to Amtrak a copy of the results of any tests conducted by or for Contractor on any such wastes and, at Amtrak's expense, to perform additional tests or examinations of any such wastes prior to disposal.

C. Contractor shall include, and enforce, this Environmental Compliance section in all subcontracts or lower tier purchasing agreements.

31. Rights and Remedies. Each of Amtrak's rights and remedies hereunder shall be cumulative, in addition to, and not a limitation of, any rights and/or remedies provided at law, in equity, or otherwise. Amtrak's failure to exercise any of its rights under the Contract shall not constitute a waiver of any past, present, or future right or remedy. No action or failure to act by Amtrak shall constitute approval of, a waiver of, or acquiescence to, a breach by Contractor unless specifically agreed in writing. Waiver by Amtrak of any breach by Contractor shall not constitute a waiver of any other breach of the same or any other provision of the Contract. Acceptance of any items or services, or payment therefor, shall not operate as a waiver of any breach.

32. Severability. If any provision of the Contract is determined to be invalid, illegal or unenforceable in any respect, such determination shall not affect any other provision hereof.

33. **Survival of Rights and Obligations.** All rights and obligations, including without limitation, those pertaining to: Confidentiality; Intellectual Property Rights; Laws, Regulations and Permits; Warranty; Additional Warranties; Environmental Compliance; Audit and Inspection; and/or Indemnification, which by their nature continue beyond expiration or termination of the Contract shall survive until each such right and/or obligation expires or terminates with its respective term.

34. **Bonds. – Not Applicable**

35. **Amtrak Property.** Title to all property provided by Amtrak to Contractor for its use in performance of its obligations hereunder shall remain with Amtrak. Contractor shall properly maintain such property and shall be responsible for all loss or damage thereto. Contractor shall properly mark and segregate any such property from its own. Amtrak shall have the right to inspect such property at any time. All Amtrak property shall be returned promptly to Amtrak upon termination of the Contract or as otherwise directed by Amtrak.

36. **Contracting Official's Technical Representative.** The Contracting Official may designate an Amtrak representative to act as the Contracting Official's Technical Representative ("COTR") for one or more contract administration functions not involving a change in scope, price, terms or conditions of the Contract. Such designation will be in writing and will contain specific instructions as to the extent to which the COTR may take action on behalf of the Contracting Official. Such designation will not contain authority to sign contractual documents, nor will it authorize the COTR to order Contract changes, modify Contract terms, or create any liability on the part of Amtrak different from that set forth in the Contract.

37. **Headings.** The headings contained herein are inserted for convenience of reference only and in no way define, limit or extend the scope or intent of the Contract or any provision hereof.

38. **Order of Precedence.**

A. In the event of an inconsistency among the various Contract Documents, the inconsistency will be resolved by giving precedence in the following order: (1) the Contract; (2) the Pricing Schedule; (3) the Supplementary General Provisions for Non-construction Contracts; (4) these General Provisions; (5) plans, specifications, statements of work, (6) other documents incorporated herein or attached hereto; and (7) the technical proposal, if it is incorporated herein.

B. It is Contractor's responsibility to study the Contract Documents and to report at once in writing to the Contracting Official any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any of the provisions of the Contract Documents. Any work performed by Contractor prior to receiving a written response from Amtrak with respect to any alleged error, inconsistency, discrepancy, omission or conflict shall be at Contractor's own risk and expense.

39. **Labor Disputes.** Whenever an actual or potential labor dispute threatens to delay the timely performance of the Contract, Contractor shall notify Amtrak immediately and furnish all relevant information. Contractor shall include the substance of this provision in all subcontracts hereunder.

40. **Entire Agreement.** The Contract, including all documents incorporated therein by reference, constitutes the entire agreement of the parties. Except as provided under the Changes section herein, neither oral statements nor other writings may be used to supplement, modify, or otherwise affect the provisions of the Contract. Contractor acknowledges that it has not been induced to enter into the Contract by any representations or promises not specifically stated in the Contract. Unless otherwise specified herein, all previous or contemporaneous proposals, promises, representations, documents, agreements, or understandings, whether written or oral, relating to the subject matter of the Contract are hereby declared to be null and void and are superseded by the terms of the Contract. The terms and conditions of the Contract supersede any and all terms and conditions submitted by Contractor prior to, concurrently with, or pursuant to the Contract. No other terms and conditions, or changes or modifications to the Contract shall be binding upon Amtrak unless agreed to in writing in accordance with the Changes section hereof.

41. **Credit Card Information.**

A. If in performance of this Contract, Contractor will store, process, transmit, or have access to payment account data belonging to Amtrak or entrusted to Amtrak by its business partners, customers, vendors, contractors or employees, Contractor shall i) comply with the Payment Card Industry's Data Security Standard ("PCI-DSS"), as set forth at <https://www.pcisecuritystandards.org/> and as may be updated from time to time by the PCI Security Standards Council, and ii) within thirty (30) days of each anniversary of this Contract, certify in writing (to Amtrak's Contracting Official) Contractor's compliance with PCI-DSS in all aspects of Contractor's performance of this Contract or, alternatively, the basis for Contractor's exemption from PCI-DSS compliance.

B. If any software, supplies, goods, or equipment (collectively "Goods") provided by Contractor pursuant to this Contract will store, process, transmit, or otherwise have access to credit card account numbers received from Amtrak or Amtrak's customers, such Goods shall comply with the Payment Card Industry's Payment Application - Data Security Standard ("PA-DSS"), as set forth at <https://www.pcisecuritystandards.org/> and as may be updated from time to time by the PCI Security Standards Council.

C. Contractor acknowledges that it is responsible for compliance with PCI-DSS and PA-DSS, as applicable to Contractor's performance of this Contract.

42. **Security Requirements.**

A. Contractor hereby agrees to comply fully with any security requirements imposed by Amtrak. The specific requirements may include: conducting of background investigations on Contractor personnel who meet certain criteria; participation in security training; wearing of appropriate identification; and barring from Amtrak property of Contractor personnel for specific reasons, including but not limited to, personnel who have been convicted or found not guilty by reason of insanity of certain disqualifying criminal offenses.

B. Contractor shall comply with the applicable provisions of Amtrak Policy 7.39.0 (Contractor Background Check), a copy of which is incorporated herein by reference. As set forth in the policy, individuals who perform certain work for Amtrak on behalf of Contractor must have background checks conducted within 30 days of his or her commencing work on behalf of Amtrak. Contractor shall ensure that such background checks are conducted and shall comply with all other provisions of such policy.

43. Liquidated Damages.

A. The parties agree that Amtrak will be damaged in the event that the Services are not delivered on time and that the extent of such damage is difficult to ascertain. Accordingly, the parties agree to establish liquidated damages in advance for late delivery of the Services. The specific amount of liquidated damages shall be as set forth in Section 5(B) hereof. Liquidated damages assessed hereunder shall, at Amtrak's option, either be (1) offset against amounts due or to become due to Contractor, or (2) paid by Contractor within thirty days after the date on which Amtrak invoices Contractor.

B. For each day that a unit of the Services is delivered after the date specified in the delivery schedule or elsewhere in the Contract Documents, Contractor shall pay Amtrak liquidated damages an amount equal to one hundred dollars (\$100.00). Liquidated damages shall not apply if late delivery is caused by (1) a force majeure event as set forth in Section 6 hereof; (2) an event caused solely by Amtrak or its agents; or (3) an event for which Contractor is excused under any provision of the Contract.

C. This liquidated damages provision is not a penalty, but is a bona fide attempt to establish an agreed upon measure of the damages, losses, and disadvantages that Amtrak will suffer as a result of the late delivery of the Services. The liquidated damages are the exclusive remedy to which Amtrak is entitled at law or in equity for late delivery; provided, however, that liquidated damages shall not be the sole monetary compensation to which Amtrak will be entitled in the event of a termination for default or breach of the Contract. Subject to Section 5(D) hereof, payment of liquidated damages to Amtrak by Contractor shall not limit Amtrak's right to terminate the Contract for Contractor's breach or default and to recover damages as provided in Section 17, and shall not limit Contractor's warranty obligations set forth herein.

D. For reasons other than a force majeure event, if Contractor is more than sixty days late delivering the Services then, in addition to the remedies described in this Section 5, Amtrak may pursue its remedies for default pursuant to Section 17, without the obligation to provide any cure period.

**NATIONAL RAILROAD PASSENGER CORPORATION
SUPPLEMENTARY GENERAL PROVISIONS FOR NONCONSTRUCTION CONTRACTS**

Contractor shall comply with and insert the following provisions in all subcontracts issued pursuant to this Contract:

1. **Equal Employment Opportunity.** Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Patent Rights; Rights to Inventions.**
 - (a) If any invention, improvement, or discovery of Contractor or any of its subcontractors is conceived or first actually reduced to practice employing financial assistance provided to the Contractor under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Contractor agrees to notify Amtrak immediately and provide a detailed report. The rights and responsibilities of Amtrak, Contractor and the Federal Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.
 - (b) If the Contract involves the performance of experimental, developmental, or research work, the rights of the Federal Government and Amtrak shall be in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Railroad Administration (FRA).
3. **Byrd Anti-Lobbying Amendment.** Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying", a copy of which is attached hereto. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Amtrak.
4. **Debarment and Suspension.** No contract shall be entered into with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension" and 49 CFR part 29. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractor will comply with U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)." If this Contract equals or exceeds the small purchase (simplified acquisition) threshold of \$100,000, Contractor shall execute the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" attached hereto.
5. **Buy American.** Contractor shall comply with the Buy American Act (41 U.S.C. 10a-d), and the implementing regulations set forth at 48 CFR part 25, except for acquisitions in excess of one million dollars (\$1,000,000), in which case Contractor shall comply with Amtrak's domestic buying requirements found at 49 U.S.C. 24305(f).
6. **Cargo Preference--Use of United States-Flag Vessels.** As required by U.S. DOT, Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels," 46 CFR part 381, if equipment, materials or commodities may be transported by ocean vessel in carrying out the activities funded under this Contract, Contractor agrees:
 - (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates.
 - (b) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "On-Board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to Amtrak (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, DC 20590, marked with appropriate identification.
7. **Drug-Free Work Place.** Contractor agrees to comply with U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Grants)", 49 CFR part 29 for procurements that are expected to equal or exceed the small purchase (simplified acquisition) threshold of \$100,000.

8. **Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.** Contractor is encouraged to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined in 49 CFR part 26) in carrying out activities funded under this Contract.
9. **Record Retention – Submission of Proceedings, Contracts and Other Documents.** During the course of its activities under this Contract and for three years thereafter, Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to its performance under this contract as FRA may require. Reporting and record-keeping requirements are set forth in 49 CFR part 19.
10. **Audit and Inspection; Inspection by Federal Officials.** Contractor agrees to permit Amtrak, the Secretary of Transportation and Comptroller General of the United States, or their authorized representatives, to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts of Contractor and its subcontractors pertaining to Contractor's activities under this Contract. Contractor will take appropriate steps to ensure that the aforementioned materials are available for inspection in order to ensure compliance with this section.
11. **Environmental Protection.** *This section applies if the Contract exceeds \$100,000.* Contractor will conduct work under this Contract, and will require that work that is conducted as a result of this Contract be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., and all regulations issued thereunder. Contractor certifies that no facilities that will be used to perform work under this Contract are listed on the List of Violating Facilities maintained by the Environmental Protection Agency (EPA). Contractor will notify Amtrak as soon as it or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Contract is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. Also, where applicable, Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq).
12. **Remedies for Breach.** All subcontracts in excess of the small purchase threshold (currently \$100,000), shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a subcontractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
13. **Contract Termination Provisions.** All subcontracts in excess of the small purchase threshold (currently \$100,000), shall contain suitable provisions for termination by Contractor, including the manner by which termination shall be effected and the basis for settlement. In addition, such subcontracts shall describe conditions under which it may be terminated for default as well as conditions where it may be terminated because of circumstances beyond the control of Contractor.
14. **Allowable Costs.** Contractor's expenditures will be reimbursed only if they conform with Federal guidelines or regulations and Federal cost principles as set forth in Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations", which are incorporated herein by reference. If any costs are disallowed, as determined by an audit by Amtrak or the Federal Government, Contractor agrees to reimburse Amtrak for such disallowed costs within sixty (60) days of advice to Contractor of the determination of disallowance.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Booz Allen Hamilton Inc.
Name of Company

10/29/2010
Date

Gary H. Schubman
Signature

Senior Vice President
Title

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The offeror/prospective contractor certifies, by submission of this offer or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the offeror/prospective contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this offer or proposal.

Offeror/Contractor:

Booz Allen Hamilton Inc.
Name of Firm

Signature of authorized representative:

Gary H. Salzman

Title: Senior Vice President

Date: 10/29/2010

*Instructions for this Certification may be found at 49 CFR part 29, App. B.

**MASTER SERVICES AGREEMENT
FOR PROFESSIONAL ENGINEERING SUPPORT
(ROLLING STOCK ENGINEERING – MECHANICAL DEPT.)
STATEMENT OF SERVICES**

1.0 RESPONSIBILITIES OF PROJECT PERSONNEL

1.1 Amtrak Project Manager

The Amtrak Project Manager (PM) shall have overall responsibility for execution of the projects and will be the single point of contact for the Professional Engineering Firm.

1.2 Amtrak Contracting Agent

The Amtrak Contracting Agent (CA) shall enter into, administer and make changes to all Contracts and to make related determinations and findings on behalf of Amtrak.

1.3 Professional Engineering Firm

The Professional Engineering Firm (PEF) shall provide and be responsible for the requisite project management support, oversight support, coordination and expedition of the processes necessary to enhance the Builder's ability to meet or exceed contract standards, schedules and cost objectives of the contract.

1.3.1 The PEF shall be responsible for developing and maintaining the Project Management/Execution Plan. The Project Management/Execution Plan shall contain, at a minimum, the approved list of procedures to be included in the Project Manual of Procedures and it shall be the document that governs all administrative activities and document flow associated with this project.

1.3.2 The PEF shall be responsible for reviewing Project Submittals, as directed by Amtrak, including, but not limited to, Requests for Information, equipment drawings, sketches, schematics, 3D models, finite element analysis, requests for approved equals, etc.

1.3.3 The PEF shall participate in monthly project meetings and up to a maximum of sixty (60) design review meetings. Meetings will be held either at Amtrak facilities in Wilmington, DE or Philadelphia, PA, Builder's domestic facility in Elmira, NY or Sacramento, CA. The possibility exists that the PEF will be required to visit the Builder's overseas facilities in either Spain and/or Germany.

1.3.4 The PEF shall report the status of each project separately, at least, monthly or at more frequent intervals when immediate attention is warranted by Amtrak's management.

1.3.5 The PEF is responsible for managing Change Orders during the project. This includes, as a minimum, reviewing, Change Order requests, value engineering recommendations, etc. Provide detailed independent cost estimates and impact to schedule, if relevant, and assist Amtrak in negotiations with Builder. Provide written recommendations to Amtrak regarding validity of Builder's requests.

1.4 Builders

The Builders are responsible for the execution of the production phase of the project. The Builders will control resources, materials and equipment necessary to deliver the Long Distance Single Level cars (LDSL) and electric locomotives in the most cost effective and safe manner with respect to scope, schedule and budget within the constraints set forth in the contract documents.

2.0 SCOPE OF WORK – REQUIRED TASKS

2.1 TASK 1: DESIGN SUPPORT SERVICES

The PEF shall attend all Design review meetings which shall commence no later than one-hundred and twenty (120) days after Builder's Notice to Proceed. Design Review meetings shall be held to evaluate the Builder's understanding and adherence to the contract's technical specification. Design review meetings shall be held not more than 30 days apart and will be held at the 30%, 60% and 95% completion points of the design cycle for major equipment items, sub-systems and assemblies. Design reviews on systems shall be held early enough in the contract to allow Amtrak the opportunity to participate and suggest design alternatives.

The purpose of the design review meeting is to confirm that the basic concepts and intent of the contract technical specification are adhered to by the Builder and that any deviations, or errors, are reviewed and corrected prior to extensive design and drafting effort by the Builder. Alternatives, minor changes, corrections and value engineering to improve the product shall be reviewed and accepted or rejected by Amtrak.

The design review meetings shall address, as a minimum, the following items:

- 1 A review of contract specifications, conceptual design and intent. Review and approve Builders proposals for systems, components and/or sub-components.
- 2 Review and approve Systems Integration - coordination of the systems, components or sub-components into the equipment, as well as with other systems, including interface of electrical, air or other functions.
- 3 Review and approve mounting arrangements of the systems, components or sub-components.
- 4 Review and approve test plans and layouts submitted by the Builder within ten (10) days prior to the date of First Article Inspection, or mock-up presentation.
- 5 Review and approve access for maintenance of systems, components and sub-components.
- 6 Correct errors; define agreements and implement technical improvements; value engineering; and agree on the wording and changes to contract Specification and signed changes.
- 7 Review and approve Builder's top level drawings.

There are three (3) phases of Design Reviews which shall be conducted depending on the status of the designs: Preliminary Design Reviews (30%), In-Progress Design Reviews (60%) and Final Design Reviews (95%). Design reviews of systems requiring safety analysis shall be conducted concurrently with the below design reviews. The requirements for these Design Reviews are as indicated below.

1. Preliminary Design Review: Preliminary Design Reviews of System equipment shall be made at the 30% level of designs.
2. In-Progress Design Reviews: In-Progress Design reviews for System equipment shall be held if, and as, determined during the Preliminary Design Reviews. If so conducted, IPDR shall be at the 60% level of design completion.
3. Final Design Reviews: The Final Design Reviews of the System equipment shall be held at the 95% or greater percent level of design.

The PEF shall participate in design review meetings as directed by Amtrak. For those meetings in which the PEF is asked by Amtrak to participate, he shall be responsible for, as a minimum, providing qualified engineering resources and assistance to review Design Review packages submitted by the Builder, review drawings, attend design meetings to ensure that all requirements of the contract's technical specifications are met. These meetings shall involve the Builder, system suppliers, if required and Amtrak's Project Team.

Design review meetings shall be held at a location selected by Amtrak. Meetings may be conducted at the manufacturing facility of the Builder, a system supplier, or at Amtrak offices. Overseas travel may, on occasion, be required. Amtrak shall endeavor to provide the PEF with written notification at least ten (10) days prior to requested attendance at design review meetings. Amtrak is responsible for taking the minutes of each meeting. At the end of a meeting, where the PEF is in attendance, the Builder's representatives shall conduct a review with the Amtrak/PEF team for a consensus of the meeting, accomplishments, and content of the meeting minutes prior to adjournment of the meeting. All meeting comments shall be memorialized, including, but not limited to, discussion items, action items with identification of party responsible for action, due dates and final resolution of issues, etc.

Within seven (7) calendar days following any design review meetings that the PEF was in attendance, the following information related to the equipment's systems and components shall be submitted to Amtrak.

- Does the Builder's proposed systems and components meet the intent of the contract's technical specification?
- Are the Builder's proposed systems and components compliant with FRA's latest regulations, APTA standards, AAR standards and any other applicable regulations or standards?
- Does the Builder's proposed systems and components utilize recognized, service-proven parts based on the PEFs relevant experience, or history working on similar transit projects?
- Does the Builder's proposed systems and components utilize materials that meet all U.S. standards for Flame, Smoke and Toxicity?

- Does the Builder's proposed systems and components meet all U.S. standards for environmental protection? (ADA, FDA and EPA in the case of the LDSL cars.)
- Does the Builder's proposed systems and components meet Amtrak's Reliability, Accessibility, Maintainability and Safety requirements?
- Does the Builder's proposed systems and components meet contract performance requirements?
- Does the Builder's proposed systems and components meet contract structural requirements?
- Does the Builder's proposed systems and components meet contract weight requirements?

The PEF is responsible for submitting an acceptable report within seven (7) calendar days after the conclusion of the Design Review Meeting. Contractor shall pay liquidated damages to Amtrak in the amount set forth in Section 43 of the General Provisions for every day after the seventh (7th) calendar day that the PEF fails to submit the report.

2.2. TASK 2: CONTRACT SUPPORT – CHANGE ORDERS

The PEF is responsible for managing Change Orders during the project by performing, as a minimum, the following tasks:

- Review Change Order requests from Amtrak and the Builder's to verify whether or not they represent changes to the contract's technical specifications and/or terms and conditions.
- Review the Builder's value engineering suggestions and provide Amtrak with recommendations to either accept or reject such suggestion which will be included in a Change Order.
- Provide detailed, independent cost estimates and impact to schedule (if any) of verified change order requests.
- Changes which are determined to have a cost and/or schedule impact shall be carefully reviewed and approved by Amtrak prior to being negotiated with the Builder.
- Assist Amtrak in cost and technical negotiation meetings with Builder.
- Assist Amtrak in determining fair and reasonable if final agreed-upon change order costs exceed the PEF's original independent cost estimate.

3.0 SCOPE OF WORK - OPTIONAL TASKS AS REQUESTED BY AMTRAK

3.1 TASK 3: QUALITY ASSURANCE

The PEF shall assist Amtrak with the review of the Builder's Quality Assurance Program to ensure that it contains all regulating procedures and describes the methods that will be used by the Builder to ensure compliance with all contract specifications, industry standards and common practices (ISO 9000). Within thirty (30) days after receipt of the Builder's Quality Assurance Program, the PEF shall provide Amtrak with written acceptance or rejection of the Program.

To supplement Amtrak's one resident inspector per project, the PEF will provide a maximum of two (2) resident inspectors per project, on-site at the Builder's facility to monitor the Builder's Quality Assurance Program. Amtrak, at its sole discretion, may direct the PEF to make periodic in-plant inspections at the Contractor's facility. Within fifteen (15) days after such periodic in-plant inspection, the PEF shall prepare and submit a written report of its findings to Amtrak. In the event that the PEF discovers any safety or production related irregularities during the course of any in-plant inspection, the PEF shall immediately inform Amtrak of its findings.

As directed by Amtrak, the PEF shall witness First Article Inspections (FAIs) of major equipment, components and/or sub-systems. At a minimum, the PEF shall confirm that the equipment, components and/or sub-systems were manufactured in accordance with approved drawings and contract specifications and that approved facility manufacturing processes and quality control procedures were followed. Within fifteen (15) days after witnessing any FAI, the PEF shall prepare and submit a written report of its findings to Amtrak. FAIs may take place at the Builder's manufacturing facility or a system supplier's facility. Overseas travel may be necessary as some system suppliers are located overseas.

3.2 TASK 4: TESTING

The PEF shall review qualification, in-line production and vehicle acceptance test procedures submitted by the Builder for completeness and conformance with all contract specifications. Within thirty (30) days after review is completed, the PEF shall provide a written report of its findings to Amtrak.

As directed by Amtrak, the PEF shall assign a maximum of one (1) test engineer per project to be based on-site at the Contractor's facility for extended periods of time to oversee testing of completed equipment prior to shipment. The PEF test engineer shall provide written monthly reports detailing testing activities witnessed at the Builder's facility.

As directed by Amtrak, the PEF shall witness tests, or battery of tests, for Qualification and Commissioning of the equipment at the Transportation Test Center in Pueblo, CO and/or along the Northeast Corridor.

Exemption 4

Reimbursable Travel Expenses Schedule

Contractor will be reimbursed for reasonable and necessary expenses associated with business travel, as provided for herein. Contractor is required to exercise prudent judgment when making travel arrangements and/or incurring associated reimbursable expenses, to ensure that these expenses are incurred only when essential to performance under the contract and only after all other alternatives (i.e., teleconferencing, video conferencing) have been considered and deemed inefficient, impracticable, or impossible.

When travel is required of Contractor, Amtrak will reimburse Contractor for reasonable and necessary business expenses for transportation, hotels, and meals, subject to the following limitations:

- Transportation – Travel by rail is the preferred mode of transportation; however, the most cost effective mode should be selected, using the most expeditious and economical routing. Air travel between the following points is not permitted, except in the case of hardship and/or emergency, after receiving prior written approval from the Contracting Official:

- i. Washington, DC and New York City and any points in between;
- ii. New York City and Boston;
- iii. Los Angeles and San Diego;
- iv. San Francisco/Oakland and Sacramento; or
- v. Portland and Seattle.

Personal automobile mileage expenses include gasoline, insurance, repairs, and all associated operating costs and will be reimbursed at a rate of \$.51 per mile; however, reimbursement is not authorized for a personal vehicle, where rail or public transportation options are available. Where personal vehicle use is necessary, only the owner/operator is eligible for reimbursement for use of the personal vehicle when several people are traveling together.

- Hotel – Contractor may secure reasonably priced lodging at a basic room rate, which should not exceed \$120 per night, excluding taxes. Exceptions to this policy include the following locations and corresponding maximum rates:

- i. New York, NY (\$300)
- ii. Boston, MA (\$200)
- iii. Chicago, IL (\$190)
- iv. Philadelphia, PA (\$160)
- v. Washington, DC (\$205)
- vi. Oakland, CA (\$140)
- vii. Seattle, WA (\$140).

- Meals – Meals will be reimbursed up to \$55.00 per day, including taxes and gratuities/tips. Documentation of all meal expenses must be provided, except for individual meals under \$10.00. Meals are not reimbursable for one-day trips.

The following expenses are examples of expenses that are not reimbursable:

- International, first class, and/or business class travel, without prior written approval by the Contracting Official.
- Personal air travel insurance.
- In-room video rentals.
- Alcoholic beverages.
- Laundry and dry cleaning.
- Expenses for spouses, dependents, or guests.
- Stopovers or changes in routing for personal convenience if they result in additional cost to Amtrak.

Receipts must be provided for all reimbursable expenses, with the exception of: car mileage; the following individual items under \$25.00 – gratuities, taxis, public transportation, and tolls; and individual meals under \$10.00. All such expenses must be individually itemized. Contractor must complete and submit a Reimbursable Travel Expense Report in the form attached hereto (or a comparable form approved by Amtrak) within thirty (30) days of the last date of the trip in order to receive payment.

Any exceptions to the requirements of this Schedule must be approved, in writing, by Amtrak.

Any contractor who defrauds or attempts to defraud Amtrak by submitting any erroneous expense for reimbursement may be subject to termination for default or convenience pursuant to the terms of the contract, at the discretion of Amtrak, and/or any other penalty afforded to Amtrak under the contract, in equity or in law. Contractor shall be liable for the cost of such expenses and any associated fees, thereby affording Amtrak the right to demand monetary compensation or set off pursuant to the terms of the contract. Further, nothing herein shall be construed to limit the rights which Amtrak's Office of Inspector General has under the Inspector General's Act of 1978, as amended.

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
 Reimbursable Travel Expense Report - Contractors
 Attach Receipts for Meals over \$10 and all other Expenses over \$25
 (Excluding meals, items under \$25 without a receipt require explanation of expense)

Name _____ Organization: _____
 Date of Trip _____ To _____ # of Trip Days _____
 Purpose of Trip _____
 Destination _____

Description of Expense*	DATE	DATE	DATE	DATE	DATE	DATE	TOTAL EXPENSE	Itemized Expense	Itemized Expenses*	TOTALS
Airfare							0.00			0.00
Train							0.00			0.00
Personal Car Mileage**							0.00			0.00
Rental Car							0.00			0.00
Other Transportation							0.00			0.00
Parking/Tolls							0.00			0.00
Registration Fees							0.00			0.00
Lodging (excl. Tax)							0.00			0.00
Meals							0.00			0.00
Breakfast							0.00			0.00
Lunch							0.00			0.00
Dinner							0.00			0.00
Miscellaneous							0.00			0.00
TOTALS							0.00			0.00
TOTAL (B)										0.00

*All individual expenses under \$25 for gratuities, taxis, public transport, or tolls shall be itemized
 **Mileage reimbursement rate effective 01/01/2011 is \$.51/mile.

Check Payable to:

1st Payee: Amount \$ _____ 2nd Payee (if applicable): Amount \$ _____

Address: _____ Address: _____

Notes/Other:

SIGNED FOR MILEAGES INCURRED WITHIN THE 100 MILE RADIUS OF THE TRAVEL
 NO RECEIPT WHEN AMTRAK PROVIDES TRAVEL OR OVER 100 MILE TRAVEL
 NO RECEIPTS ARE REQUIRED FOR REIMBURSEMENT
 ITEMIZATION REQUIRED FOR ALL EXPENSES SUBMITTED WITH RECEIPT

Traveler's certification: I certify that the above is a true statement, that the actual expenses claimed were incurred by me while on official Amtrak business on the dates shown, and that I have attached original receipts for each expense of \$25.00 or more, as required by Amtrak policy. I certify that I have complied with applicable auto liability insurance law while operating my personal auto. If used, on Amtrak business.

Traveler's Signature: _____
 Date: _____

TRIP SETTLEMENT SUMMARY

Total (A) 0.00
 Total (B) 0.00
 Total of Trip 0.00
 Balance - Due CONTRACTOR 0.00

Traveler's Signature: _____
 Date: _____
 Amtrak Accounting/Finance Review: _____

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

REPRESENTATIONS AND CERTIFICATIONS

As a part of its Bid/Offer, Bidder/Offeror makes the following representations and certifications:

1. Type of Business Organization

- A. Bidder/Offeror operates as a (check as applicable): Individual __, Partnership __, Joint Venture __, Corporation X, or Limited Liability Company __.
- B. If Bidder/Offeror is an entity, it is organized under the laws of: Delaware
- C. If Bidder/Offeror is a Joint Venture, a copy of the executed Joint Venture Agreement must accompany this form.

2. Parent Company and Employer Identification Number

- A. Bidder/Offeror is X is not __ owned or controlled by a parent company. For purposes herein, a parent company is one which (i) owns more than 50% of the voting rights in the Bidder/ Offeror, or (ii) is able to formulate, determine, or veto basic business policy decisions of Bidder/Offeror through the use of various means, including, minority voting rights, proxy voting, or contractual arrangements.
- B. Parent Company Name (If applicable): Booz Allen Hamilton Holding Corporation
- C. Employer Identification Number of Parent Company (If applicable): 26-263 44160
- D. Employer Identification Number of Bidder/Offeror: 36-2513626

3. Small Business; Socially and Economically Disadvantaged Individuals

- A. Bidder/Offeror is __ is not X a small business concern as defined by the United States Small Business Administration.
- B. Bidder/Offeror is __ is not X owned and controlled by "socially and economically disadvantaged individuals" as defined in 49 C.F.R. Part 26.

4. Worker Safety Record

In the past three years, Bidder/Offeror has __ has not X admitted or been found to have committed, any willful or repeat violations of Federal or State worker safety laws, rules or regulations. Provide the specifics with respect to any such violations on an attached sheet of paper.

Bidder/Offeror understands and agrees that, in the event of a false or incomplete response to any of the above representations or certifications, Amtrak shall have the right to reject Bidder's/Offeror's Bid/Offer or to terminate any resulting contract without liability

Gary H. Schulman
BIDDER/OFFEROR

Signature: Gary N. Schulman

Date: 10/29/10

Title: Senior Vice President

IFB/RFP NO. X016-0281

7/16/07

IFB/RFP No. X016-0281
Contract No. _____

**SUBCONTRACTING PLAN FOR THE UTILIZATION OF
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

To be completed by Amtrak

Amtrak has determined that the following goal (expressed as a percentage of the total contract bid) is appropriate for this Contract.

Disadvantaged Business Enterprise 10 %

To assist Bidder/Offeree in meeting its goal, the Amtrak Supplier Diversity Office (SDO) is available to provide information regarding potential DBE subcontractors. The SDO may be reached at 202-906-3600.

To be completed by Bidder/Offeree

Contractor: Booz Allen Hamilton Inc.

Address: 8283 Greensboro Drive
McLean, VA 22102

Name/Title of individual completing this Plan Gary M. Schulman

Total Estimated Cost of
Contract: \$ 6,550,628

Total Estimated Amount to be
Subcontracted: \$ 2,947,783

Total number of subcontractors (of any type) for this Contract: Two (2)

Total number of subcontractors (of any type) receiving subcontracts in excess of \$50,000 Two (2)

Percentage and dollar goals for DBE subcontracting (Contractor's own goals): 15 % \$ 982,594

Submit the name of DBE subcontractors to be utilized or solicited, a description of the work each is to perform, and an estimated dollar amount each is to be paid: (attach separate page, if needed)

Raul V. Bravo + Associates – Engineering services during design review and testing phases, plus quality assurance services. Estimated fee \$ 982,594

Provide the name of the Contractor employee who will administer the subcontracting program of this Contract:

Name:

Title:

Address:

Exemption 6

Exemption 6

IFB/RFP No. X016-0281
Contract No. _____

Telephone Number: _____
E-mail address: _____

His/her duties are as follows:

- Establish and administer subcontracts with subconsultant firms.

Describe the efforts you will make (e.g., advertisements, announcements, contact with organizations, research databases) to ensure that DBEs will have an equitable opportunity to compete for subcontracts:

- Teaming agreement is already in place with DBE firm, RVB+A. We have a long established relationship with this firm.

Describe the efforts you will make to encourage the identification and award of subcontracts to DBEs:

- Teaming agreement is already in place with DBE firm, RVB+A. We have a long established relationship with this firm.

Describe the types of records your company will maintain to demonstrate procedures which have been adopted to comply with the requirements and the goals set forth in this plan, including the establishment of source lists of DBEs:

- Subcontract records
- The Firm maintains source lists of DBE firms.

CERTIFICATION:

I, the undersigned, do hereby certify that Contractor will use best efforts to meet or exceed Contractor's own DBE subcontracting goal set forth above. I further certify that Contractor will submit quarterly reports (NRPC Form 1483) to Amtrak disclosing information concerning DBE utilization.

Gary H. Salzman

(Signature)

Senior Vice President

(Title)

October 29, 2010

(Date)

SUBJECT	CLASSIFICATION	DATE APPROVED	P/I NUMBER
Contractor Background Check	Human Resources	September 14, 2009	7.39.0

1.0 RESPONSIBILITY

The Vice President for Human Resources is responsible for the interpretation and administration of this Policy. Any exceptions to this Policy must be approved by the Vice President for Human Resources (or his/her designee).

2.0 PURPOSE AND SCOPE

- 2.1 The purpose of this Policy is to increase security through the implementation of certain standards and procedures for conducting Background Checks of "Covered Individuals" who perform work for Amtrak on behalf of an Amtrak "Contractor."
- 2.2 For purposes of this Policy, the term "Contractor" refers to any business entity that provides or seeks to provide goods or services to Amtrak (including subcontractors).
- 2.3 For purposes of this Policy, the term "Covered Individuals" refers to all Individuals who perform work for Amtrak on behalf of a Contractor (e.g., subcontractors and employees of Contractors) and whose work for Amtrak is expected to entail either:
 - 2.3.1 having unsupervised physical access to facilities owned or operated by Amtrak (e.g., individuals who receive an Amtrak identification badge and/or security key card);
 - 2.3.2 having unsupervised access to Amtrak infrastructure, including but not limited to administrative rights access to Amtrak IT infrastructure and systems; or
 - 2.3.3 having access to any of the following types of Amtrak information:
 - Protected Critical Infrastructure Information (PCII) and Sensitive Security Information (SSI);
 - Vulnerability assessments;
 - Security risk assessments;
 - Threat assessments;
 - Corporate Security Plan information;
 - Tactical and operational plans prepared by or for the Mobile Team and its partners, including but not limited to deployment schedules and baggage screening schedules;
 - Security Procedures and Alert Plans prepared by or for Amtrak;
 - Deployment Schedules and Resource Loading regarding Mobile Team operations;
 - Security Capital Plan documents;
 - Information regarding security remediation plans, solutions and priorities;
 - Control Systems and related technical information, including but not limited to SCADA infrastructure;
 - Emergency and/or disaster recovery plans;

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SUBJECT	CLASSIFICATION	DATE APPROVED	P/I NUMBER
Contractor Background Check	Human Resources	September 14, 2009	7.39.0

- Business continuity and recovery plans;
- Emergency response procedures; or
- Credit card information, including but not limited to PCI data.

- 2.4 Section 2.3 of this Policy does not apply to a person who only meets the definition of "Covered Individual" because he or she has access to the information listed in Section 2.3.3 in connection with anticipated or actual litigation, or responding to a subpoena or other legal process.
- 2.5 The term "Background Check" refers to the following procedures: (a) reviewing relevant criminal history databases; (b) Social Security number verification; and (c) reviewing relevant databases to determine the status of an alien under the immigration laws of the United States. In appropriate, job-related circumstances, a Background Check may also include a review of relevant credit history databases.
- 2.6 A person deemed to be a "Disqualified Individual" under this Policy shall not be provided unsupervised access to facilities or infrastructure owned or operated by Amtrak and shall not be provided access to any of the types of Amtrak information described in Section 2.3.3.
- 2.7 Nothing in this Policy should be interpreted as creating any employment relationships or altering the status of any person's relationship with Amtrak. Amtrak retains its right to terminate contractual agreements for any reason consistent with the law and/or the terms of the contract.
- 2.8 This Policy is not retroactive. The Background Check procedures and requirements of this Policy shall be applied on a prospective basis to contracts entered into or renewed after the effective date of this Policy.

3.0 TIMING AND FREQUENCY OF BACKGROUND CHECKS

- 3.1 A Background Check shall be conducted of each and every Covered Individual within 30 days of his or her commencing work on behalf of Amtrak.
- 3.2 The Vice President for Human Resources (or his/her designee) shall have authority to require periodic reinvestigations in the form of repeat Background Checks in circumstances where there is a security- or safety-related reason to do so.

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4.0 DISQUALIFYING CRIMINAL HISTORY

- 4.1 A Covered Individual shall be deemed a Disqualified Individual if the results of the Background Check show that the Covered Individual:
- (a) has been convicted of, has been found not guilty by reason of insanity, or is under warrant, or indictment for a permanently disqualifying criminal offense listed in Appendix A to this Policy;
 - (b) was convicted of or found not guilty by reason of insanity of an interim disqualifying criminal offense listed in Appendix B to this Policy within 7 years of the date on which the criminal background check is conducted; or
 - (c) was incarcerated as a result of a conviction or a finding of not guilty by reason of insanity for an interim disqualifying criminal offense listed in Appendix B to this Policy and released from incarceration within 5 years of the date on which the criminal background check is conducted.
- 4.2 A plea of guilty or *nolo contendere* is the same as a conviction for purposes of this Policy.
- 4.3 Notwithstanding the disqualification criteria set forth in Section 4.1 above, nothing in this Policy should be interpreted as limiting or precluding disqualification determinations, consistent with applicable laws, based on other factors or information, including but not limited to other criminal or credit history information, where such information is material to the individual's existing or prospective work functions involving Amtrak. Similarly, nothing in this Policy shall be interpreted to restrict or broaden the ability of Amtrak or its Contractors to conduct more in depth background investigations, consistent with applicable laws, of Covered Individuals who perform security sensitive duties or to make disqualification decisions based on the results of such additional background investigations.

5.0 REDRESS PROCEDURES FOR DISQUALIFIED INDIVIDUALS

- 5.1 Contractors shall provide Disqualified Individuals written notice of the reason(s) for their disqualification and of their right to appeal or request a waiver of the disqualification determination.
- 5.2 An appeal of a disqualification determination may be submitted to the Contractor based on either of the following grounds and must be granted if the Disqualified Individual either: (1) provides certified court records establishing that the reported results of the Background Check were substantively false with respect to each disqualifying event on which the initial disqualification determination was based; or (2) establishes that the disqualifying event(s) on which the initial disqualification determination was based do(es) not relate to the Disqualified Individual (*i.e.*, a case of mistaken identity).

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5.3 A request for a waiver of a disqualification determination may be submitted to the Contractor based on the five factors listed below. To grant the waiver, the Contractor must consider the following factors and determine, based on substantial evidence provided or identified by the Disqualified Individual, that he/she does not pose a risk to the safety, security or operations of Amtrak or its employees, customers, passengers or business partners:

- (a) The facts and circumstances of the disqualifying event(s);
- (b) Restitution made with respect to the disqualifying event(s);
- (c) Letters of reference from employers or probation/parole officers;
- (d) Other evidence that bears on a person's good character, including prior job performance and disciplinary history; and
- (e) Other factors indicating the person does not pose a risk to the safety, security or operations of Amtrak or its employees, customers, passengers or business partners.

6.0 CONTRACTOR RESPONSIBILITIES (in addition to those stated elsewhere in Policy)

- 6.1 Contractors shall use an Amtrak-approved vendor to conduct Background Checks.
- 6.2 Contractors shall obtain from their employees and other workers who are Covered Individuals as defined in this Policy individual releases which authorize periodic Background Checks as described in this Policy.
- 6.3 Contractors shall ensure that results are obtained and communicated in compliance with this Policy and all applicable federal and state laws, including but not limited to the Fair Credit Reporting Act.
- 6.4 Contractors shall ensure that Background Checks are conducted for each of their employees and other workers who are Covered Individuals as defined in this Policy within 30 days of commencing work for Amtrak.
- 6.5 Contractors shall make disqualification decisions, including decisions on appeals and requests for waivers, in compliance with this Policy and applicable law.
- 6.6 Contractors shall require their employees and other workers who are Covered Individuals under this Policy to report any criminal conviction to the Contractor within 24 hours after the conviction.
- 6.7 Contractors shall maintain background investigation reports in accordance with a record retention schedule acceptable to Amtrak, treating the reports as confidential and law enforcement sensitive material with dissemination only to the extent permitted by law.
- 6.8 Contractors shall cooperate with audits and comply with reasonable requests for information to ensure compliance with this Policy.

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7.0 DEPARTMENTAL RESPONSIBILITIES

7.1 The Human Resources Department:

- (a) Shall be responsible for the interpretation and administration of this Policy.
- (b) Shall determine, in consultation with the affected Amtrak department, whether Background Checks for a particular Contractor's workers should, given the nature of the work to be performed, include a credit history check and/or periodic repeat Background Checks.
- (c) The Vice President for Human Resources (or his/her designee) shall have authority to exempt Contractors from the requirements of this Policy, or to modify the requirements of this Policy, as may be appropriate on a case-by-case basis, including but not limited to circumstances in which a Contractor certifies that it conducts background checks and makes disqualification determinations regarding its workers in a manner that is materially similar to the requirements of this Policy, and that all employees of the Contractor and other workers who are Covered Individuals as defined in this Policy to be utilized in the Amtrak engagement are in compliance with such Contractor's background check policy.
- (d) Exemptions and/or modifications must be made in consultation with the Vice President for Police & Security and the Chief Logistics Officer (or the Vice President for the affected Amtrak department if the department is negotiating the contract outside the Procurement process), or their respective designees. If the request for an exemption or modification relates to a contract that will involve the use, disclosure, handling or processing of credit card information, then the Chief Financial Officer (or his/her designee) shall also be consulted.

7.2 The Police & Security Department:

- (a) Shall retain or identify a vendor(s) with suitable experience and resources for the purpose of conducting Background Checks on behalf of Amtrak and its Contractors (hereinafter referred to as the "Vendor").
- (b) Shall ensure that the Vendor establishes procedures to: (1) conduct Background Checks of Covered Individuals; (2) communicate results of Background Checks to Contractors in a manner that facilitates prompt and accurate decision-making by Contractors; (3) ensure that Background Checks are conducted, and results communicated, in a manner that complies with the Fair Credit Reporting Act and other applicable laws; and (4) maintain background investigation reports in accordance with a record retention schedule acceptable to Amtrak, treating the reports as confidential and law enforcement sensitive material with dissemination only to the extent permitted by law;
- (c) Shall conduct random compliance audits of Contractors to ensure that Amtrak's Contractors are complying with this Policy.

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7.2 The Procurement Department (or the affected Amtrak department):

- (a) For contracts negotiated by the Procurement Department, the Procurement Department shall be responsible for the requirements set forth in this section and shall act as a proxy and representative for the affected Amtrak department on whose behalf Procurement is negotiating the contract. For contracts being negotiated directly by an Amtrak department outside the Procurement process, that department shall be responsible for the requirements set forth in this section.
- (b) Shall, during the solicitation process, provide prospective Amtrak Contractors a copy of this Policy and advise them of their obligations to comply with this Policy.
- (c) Shall ensure that appropriate contractual provisions reflecting the requirements of this Policy are incorporated into agreements between Amtrak and its Contractors.
- (d) If in the judgment of the Procurement Department (or the affected Amtrak department) it is impractical, inadvisable or unnecessary to require a particular Contractor to adhere to the Background Check requirements described in this Policy, the Procurement Department (or the affected Amtrak department) may request that the Vice President for Human Resources exempt a Contractor from the requirements of this Policy or modify the requirements of this Policy as applied to a particular Contractor pursuant to subsections 7.1(c) & (d).

APPENDIX A: PERMANENTLY DISQUALIFYING FELONIES

- Espionage, or conspiracy or attempt to commit espionage
- Sedition, or conspiracy or attempt to commit sedition
- Treason, or conspiracy or attempt to commit treason
- Terrorism as defined by federal or state law, or conspiracy or attempt to commit terrorism
- A crime involving a transportation security incident, or conspiracy or attempt to commit such a crime, if the incident results in a significant loss of life, environmental damage, transportation system disruption, or economic disruption in a particular area. The term "economic disruption" does not include a work stoppage or other employee-related action not related to terrorism and resulting from an employer-employee dispute.
- A crime involving transportation of a hazardous material
- Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device, or conspiracy or attempt to commit such a crime
- Murder, or conspiracy or attempt to commit murder
- Making any threat, or maliciously conveying false information knowing the same to be false, concerning the delivery, placement, or detonation of an explosive or other lethal device in or against a place of public use, a state or government facility, a public transportation system, or an infrastructure facility, or conspiracy or attempt to commit such a crime
- Violations of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), or a comparable state law, or conspiracy or attempt to commit such a crime, where one of the predicate acts found by a jury or admitted by the defendant consists of one of the permanently disqualifying crimes listed in this Appendix A.

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APPENDIX B: INTERIM DISQUALIFYING FELONIES

Reminder: The following crimes are disqualifying if the Covered Individual either: (1) was convicted of or found not guilty by reason of insanity of an interim disqualifying criminal offense within 7 years of the date on which the criminal background check is conducted; or (2) was incarcerated as a result of a conviction or a finding of not guilty by reason of insanity for an interim disqualifying criminal offense and released from incarceration within 5 years of the date on which the criminal Background Check is conducted.

- Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon
- Extortion
- A crime involving dishonesty, fraud, or misrepresentation, including identity fraud and money laundering where the money laundering is related to a crime described in Appendix A or B. Welfare fraud and passing bad checks do not constitute dishonesty, fraud, or misrepresentation for purposes of this paragraph.
- Bribery
- Smuggling
- Immigration violations
- Distribution of, possession with intent to distribute, or importation of a controlled substance
- Arson
- Kidnapping or hostage taking
- Rape or aggravated sexual abuse
- Assault with intent to kill
- Robbery
- Fraudulent entry into a seaport
- Violations of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), or a comparable state law, other than permanently disqualifying RICO crimes described in Appendix A
- Conspiracy or attempt to commit any of the crimes described in this Appendix B

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